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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

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March 14, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend existing contracts with the Contractors listed below for Substance Use Disorder Treatment and Recovery Support Services, by decreasing the total price limitation by $192,012 from $11,665,920 to $11,473,908 with no change to the contract completion dates of September 29, 2023, effective upon Governor and Council approval. 54.745% Federal Funds. 11.873% General Funds. 33.382%Other Funds (Governor's Commission).

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Belonging Medical Group, PLLC	334662-B001	Statewide	$562,794	$0	$562,794	O: 10/13/21 #30
Bridge Street Recovery, LLC	341988-B001	Statewide	$1,261,744	($328,312)	$933,432	O: 10/13/21 #30
The Cheshire Medical Center	155405-B001	Statewide	$413,728	$0	$413,728	O: 10/13/21 #30
Community Council of Nashua, N.H. d/b/a Greater Nashua Mental Health	154112-B001	Statewide	$190,666	$0	$190,666	O: 10/13/21 #38C
Dismas Home of New Hampshire, Inc.	290061-B001	Statewide	$651,316	$375,000	$1,026,316	O: 10/13/21 #30
FIT/NHNH, Inc.	157730-B001	Statewide	$2,216,432	$375,000	$2,591,432	O: 10/13/21 #30

Grafton County New Hampshire	177397-B003	Statewide	$464,325	$0	$464,325	O: 10/13/21 #30
Headrest	175226-B001	Statewide	$527,907	$0	$527,907	O: 10/13/21 #30
Hope on Haven Hill, Inc.	275119-B001	Statewide	$781,009	$375,000	$1,156,009	O: 10/13/21 #30
Manchester Alcoholism Rehabilitation Center	177204-B001	Statewide	$3,801,533	($988,700)	$2,812,833	O: 10/13/21 #30
South Eastern New Hampshire Alcohol and Drug Abuse Services	155292-B001	Statewide	$794,466	$0	$794,466	O: 10/13/21 #30
		Total:	**$11,665,920**	**($192,012)**	**$11,473,908**	

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, and are anticipated to be available in State Fiscal Year 2024, 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.

See attached fiscal details.

EXPLANATION

The purpose of this request is to clarify requirements related to staffing and coordination of care; to attach Exhibit L, ASAM End User Agreement; to clarify payment terms for all Contractors; to update terms specific to 42 CFR Part 2, substance use treatment confidentiality regulations within the Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement; to revise the funding allocations for Bridge Street Recovery and for the Manchester Alcoholism Rehabilitation Center; and to increase funding to Contractors with transitional living programs.

The clarified staffing requirements will allow Contractors to hire and utilize Licensed Supervisors, in accordance with the original requirements of the related Request for Proposals (RFP) for these services. The original contracts referred to the position as a Licensed Clinical Supervisor based on a specific type of license issued by the New Hampshire Office of Professional Licensure and Certification, Board of Licensing for Alcohol and Other Drug Use Professionals, which is not required under these contracts. The Licensed Supervisor is equally qualified to the Licensed Clinical Supervisor to provide supervision services.

Additional language around coordination of care will require Contractors to use a Department-approved referral system to connect individuals to health and social services providers as needed.

Exhibit L, ASAM End User Agreement, which details policy regarding Contractors' promotion or marketing of the American Society of Addiction Medicine (ASAM) criteria or utilization of language related to ASAM levels of care, will ensure Contractor compliance with ASAM requirements relative to utilization of such language. Should the Governor and Council not authorize this request, Contractors that market or promote their utilization of ASAM criteria or levels of care will be out of compliance with the End User Agreement Policy required by ASAM.

The clarified detailed payment process for all Contractors will ensure compliance with federal funding requirements. Should Governor and Council not authorize this request, Contractors that receive State Opioid Response funding through these agreements may not be able to accurately invoice for program-related expenses, which may put the Department in violation of federal funding agreements.

Revising the funding allocation for Bridge Street Recovery is necessary because the initial funding award amount for the organization was based their provision of multiple services under this agreement. The Contractor has chosen to only provide Transitional Living (TLP) Services under this agreement, resulting in the funding decrease.

Revising the funding allocation for the Manchester Alcoholism Rehabilitation Center is necessary because the initial funding award amount for Manchester Alcoholism Rehabilitation Center was based on the number of licensed beds available at its facilities for services within this scope of work. The Contractor has chosen to reduce the number of licensed beds available for these services, resulting in a decrease in funding. The types of services available through Manchester Alcoholism Rehabilitation Center remain unchanged.

The funding made available by the decrease will be utilized for a future procurement, for substance use disorder residential and outpatient treatment and recovery services for the general public, as well as for pregnant and parenting women. The new procurement will serve approximately 450 individuals. Should the Governor and Council not authorize this request, the Department will not be able to utilize this funding for the new procurement to address known service gaps, including in the Greater Nashua Area.

Adding funding to Contractors with transitional living programs is necessary, due to the increasing lack of affordable housing and increasing acuity of substance use disorders in the state, exacerbated by the COVID-19 pandemic. Individuals with substance use disorders have a greater need for stable, affordable housing, where they can continue to receive treatment services. Transitional living programs are not covered by Medicaid, and these funds will be used to provide this service to the most vulnerable individuals; individuals who have an income below 400% of the poverty level; are residents of NH or experiencing homelessness in NH; and who are in need of ongoing substance use disorder treatment in a safe and sober environment.

Contractors will continue to provide an array of treatment and recovery support services with statewide access, ensuring individuals with a substance use disorder receive the appropriate type of treatment and have access to continued and expanded levels of care, which increase individuals' abilities to achieve and maintain recovery. Approximately 7000 individuals will continue to be served over the next two (2) years through all 11 contracts.

The Department will continue to monitor services through monthly, quarterly, and annual reporting, as well as through audits by the Department of individual providers. An annual overarching evaluation of all Bureau of Drug and Alcohol Services (BDAS) funded providers will look at all collected data, including the demographic and outcome data collected from the Web Information Technology System (WITS). This will help to ensure:

- Services provided reduce the negative impacts of substance misuse.
- Contractors make continuing care, transfer, and discharge decisions based on American Society of Addiction Medicine (ASAM) Criteria.
- Contractors treat individuals using evidence-based practices and follow best practices with fidelity.
- Contractors achieve initiation, engagement, and retention goals as detailed in the agreements.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the original agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval. The Department is not exercising its option to renew at this time.

Area served: Statewide

Source of Funds: Substance Abuse Prevention and Treatment Block Grant, CFDA 93.959 FAIN TI083464 and State Opioid Response Grant, CFDA # 93.788, FAIN TI083326.

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

SUD Tx Financial Detail - Amendment #1

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

Belonging Medical Group | 334662-B001 | PO TBD | PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	$69,199	$146,657	$215,856
2023	074-500585	Community Grants	$89,960	$190,658	$280,618
2024	074-500585	Community Grants	$21,261	$45,059	$66,320
Sub-total			$180,420	$382,374	$562,794

Bridge Street Recovery, LLC | 341988-B001 | PO TBD | PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	$136,979	$166,976	$303,955
2023	074-500585	Community Grants	$188,929	$281,250	$470,179
2024	074-500585	Community Grants	$40,498	$0	$40,498
Sub-total			$366,406	$448,226	$814,632

Center/Dartmouth Hitchcock Keene | 155405-B001 | PO TBD | PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	$60,015	$0	$60,015
2023	074-500585	Community Grants	$59,496	$0	$59,496
2024	074-500585	Community Grants	$13,122	$0	$13,122
Sub-total			$132,633	$0	$132,633

CC of Nashua/Greater Nashua Mental Health | 154112-B001 | PO TBD | PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	$28,144	$0	$28,144
2023	074-500585	Community Grants	$27,174	$0	$27,174
2024	074-500585	Community Grants	$5,806	$0	$5,806
Sub-total			$61,124	$0	$61,124

Dismas Home	290061-B001		PO TBD		PO TBD
State Fiscal Year	**Class/Account**	**Title**	**Budget Amount**	**Increase/ (Decrease)**	**Revised Modified Budget**
2022	074-500585	Community Grants	$43,044	$93,750	$136,794
2023	074-500585	Community Grants	$62,909	$281,250	$344,159
2024	074-500585	Community Grants	$13,981	$0	$13,981
Sub-total			$119,934	$375,000	$494,934

Families in Transition	157730-B001		PO TBD		PO TBD
State Fiscal Year	**Class/Account**	**Title**	**Budget Amount**	**Increase/ (Decrease)**	**Revised Modified Budget**
2022	074-500585	Community Grants	$196,021	($52,907)	$143,114
2023	074-500585	Community Grants	$271,691	$90,592	$362,283
2024	074-500585	Community Grants	$58,106	($45,059)	$13,047
Sub-total			$525,818	($7,374)	$518,444

Grafton Cty	177397-B003		PO TBD		PO TBD
State Fiscal Year	**Class/Account**	**Title**	**Budget Amount**	**Increase/ (Decrease)**	**Revised Modified Budget**
2022	074-500585	Community Grants	$64,632	$0	$64,632
2023	074-500585	Community Grants	$69,395	$0	$69,395
2024	074-500585	Community Grants	$14,827	$0	$14,827
Sub-total			$148,854	$0	$148,854

Headrest, Inc.	175226-B001		PO TBD		PO TBD
State Fiscal Year	**Class/Account**	**Title**	**Budget Amount**	**Increase/ (Decrease)**	**Revised Modified Budget**
2022	074-500585	Community Grants	$26,063	$0	$26,063
2023	074-500585	Community Grants	$43,917	$0	$43,917
2024	074-500585	Community Grants	$10,390	$0	$10,390
Sub-total			$80,370	$0	$80,370

Hope on Haven Hill | 275119-B001 | PO TBD | PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	$49,152	$93,750	$142,902
2023	074-500585	Community Grants	$51,320	$281,250	$332,570
2024	074-500585	Community Grants	$10,965	$0	$10,965
Sub-total			$111,437	$375,000	$486,437

Manchester Alcohol Rehab Center, Easter Seals, Farnum Center | 177204-B001 | PO TBD | PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	$166,941	$0	$166,941
2023	074-500585	Community Grants	$234,976	$0	$234,976
2024	074-500585	Community Grants	$50,208	$0	$50,208
Sub-total			$452,125	$0	$452,125

Southeastern NH Alcohol & Drug Abuse Services | 155292-B001 | PO TBD | PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	$34,142	$0	$34,142
2023	074-500585	Community Grants	$36,020	$0	$36,020
2024	074-500585	Community Grants	$7,696	$0	$7,696
Sub-total			$77,858	$0	$77,858
SUB TOTAL GOV COMM			$2,256,979	$1,573,226	$3,830,205

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (66% FEDERAL FUNDS 34% GENERAL FUNDS)

Belonging Medical Group

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	$146,657	($146,657)	$0
2023	074-500585	Community Grants	$190,658	($190,658)	$0
2024	074-500585	Community Grants	$45,059	($45,059)	$0
Sub-total			$382,374	($382,374)	$0

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	$290,305	($290,305)	$0
2023	074-500585	Community Grants	$400,404	($400,404)	$0
2024	074-500585	Community Grants	$85,829	($85,829)	$0
Sub-total			$776,538	($776,538)	$0

Center/Dartmouth Hitchcock Keene

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	$127,193	$0	$127,193
2023	074-500585	Community Grants	$126,091	$0	$126,091
2024	074-500585	Community Grants	$27,811	$0	$27,811
Sub-total			$281,095	$0	$281,095

CC of Nashua/Greater Nashua Mental Health

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	$59,647	$0	$59,647
2023	074-500585	Community Grants	$57,590	$0	$57,590
2024	074-500585	Community Grants	$12,305	$0	$12,305
Sub-total			$129,542	$0	$129,542

Dismas Home

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	$91,226	$0	$91,226
2023	074-500585	Community Grants	$133,325	$0	$133,325
2024	074-500585	Community Grants	$29,631	$0	$29,631
Sub-total			$254,182	$0	$254,182

Families in Transition

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	$415,437	$146,657	$562,094
2023	074-500585	Community Grants	$575,805	$190,658	$766,463
2024	074-500585	Community Grants	$123,147	$45,059	$168,206
Sub-total			$1,114,389	$382,374	$1,496,763

Grafton Cty

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	$136,976	$0	$136,976
2023	074-500585	Community Grants	$147,071	$0	$147,071
2024	074-500585	Community Grants	$31,424	$0	$31,424
Sub-total			$315,471	$0	$315,471

Headrest, Inc.

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	$55,238	$0	$55,238
2023	074-500585	Community Grants	$93,078	$0	$93,078
2024	074-500585	Community Grants	$22,021	$0	$22,021
Sub-total			$170,337	$0	$170,337

Hope on Haven Hill

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	$104,169	$0	$104,169
2023	074-500585	Community Grants	$108,764	$0	$108,764
2024	074-500585	Community Grants	$23,239	$0	$23,239
Sub-total			$236,172	$0	$236,172

Manchester Alcohol Rehab Center, Easter Seals, Farnum Center

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	$353,805	$0	$353,805
2023	074-500585	Community Grants	$497,996	$0	$497,996
2024	074-500585	Community Grants	$106,407	$0	$106,407
Sub-total			$958,208	$0	$958,208

Southeastern NH Alcohol & Drug Abuse Services

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	$72,359	$0	$72,359
2023	074-500585	Community Grants	$76,338	$0	$76,338
2024	074-500585	Community Grants	$16,311	$0	$16,311
Sub-total			$165,008	$0	$165,008
SUB TOTAL CLINICAL			$4,783,316	($776,538)	$4,006,778

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% FEDERAL FUNDS) funding ends 9/29/22.

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	$88,800	$0	$88,800
2023	074-500585	Community Grants	$30,000	$0	$30,000
Sub-total			$118,800	$0	$118,800

Dismas Home

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	$207,200	$0	$207,200
2023	074-500585	Community Grants	$70,000	$0	$70,000
Sub-total			$277,200	$0	$277,200

Families in Transition

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	$432,900	$0	$432,900
2023	074-500585	Community Grants	$143,325	$0	$143,325
Sub-total			$576,225	$0	$576,225

Headrest, Inc.

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	$207,200	$0	$207,200
2023	074-500585	Community Grants	$70,000	$0	$70,000
Sub-total			$277,200	$0	$277,200

Hope on Haven Hill

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	$325,600	$0	$325,600
2023	074-500585	Community Grants	$107,800	$0	$107,800
Sub-total			$433,400	$0	$433,400

Manchester Alcohol Rehab Center,
Easter Seals, Farnum Center

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	$1,793,400	($719,200)	$1,074,200
2023	074-500585	Community Grants	$597,800	($269,500)	$328,300
Sub-total			$2,391,200	($988,700)	$1,402,500

Southeastern NH Alcohol & Drug
Abuse Services

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2022	074-500585	Community Grants	$414,400	$0	$414,400
2023	074-500585	Community Grants	$137,200	$0	$137,200
Sub-total			$551,600	$0	$551,600
SUB TOTAL SOR			$4,625,625	($988,700)	$3,636,925
Grand Total All			**$11,665,920**	($192,012)	**$11,473,908**

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and South Eastern New Hampshire Alcohol and Drug Abuse Services ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 13, 2021, (Item #30), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.1 Clinical Services, by adding Paragraph 3.1.6. to read:

   3.1.6. The Contractor shall ensure a minimum total of **28 beds** are available for ASAM Level 3.1. Low-Intensity Residential Treatment Services provided through this Agreement.

2. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.7. Assistance Enrolling in Insurance Programs, Paragraph 3.7.1. by adding Subparagraph 3.7.1.4. as follows:

   3.7.1.4. New Hampshire Medicare programs.

3. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.10., Coordination of Care, by adding Paragraph 3.10.13. as follows:

   3.10.13. The Contractor shall use a referral system, which has been approved by the Department, to connect individuals to health and social service providers, as needed.

4. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.16. State Opioid Response (SOR) Grant Standards Paragraph 3.16.6. to read:

   3.16.6. If the Contractor is providing Medication Assisted Treatment (MAT), the Contractor

shall do so only with FDA-approved MAT, which includes:

3.16.6.1. Methadone; and

3.16.6.2. Buprenorphine products including:

3.16.6.2.1. Single-entity buprenorphine products;

3.16.6.2.2. Buprenorphine/naloxone tablets;

3.16.6.2.3. Buprenorphine/naloxone films; and

3.16.6.2.4. Buprenorphine/naloxone buccal preparations.

5. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.16 State Opioid Response (SOR) Grant Standards Paragraph 3.16.7. to read:

3.16.7. If the contractor is providing medical withdrawal management services that are supported by SOR funds, the Contractor shall do so only when the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

6. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.16. State Opioid Response (SOR) Grant Standards Paragraph 3.16.8. to read:

3.16.8. If the Contractor wishes to distribute Fentanyl test strips, the Contractor shall provide a Fentanyl test strip utilization plan to the Department for approval prior to implementation. The Contractor shall ensure the utilization plan includes, but is not limited to:

3.16.8.1. Internal policies for the distribution of Fentanyl strips;

3.16.8.2. Distribution methods and frequency; and

3.16.8.3. Other key data as requested by the Department.

7. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.16 State Opioid Response (SOR) Grant Standards Paragraph 3.16.9. to read:

3.16.9. If the Contractor provides recovery housing, or refers individuals to recovery housing, the Contractor shall ensure any individuals receiving financial aid for the recovery housing, utilizing SOR funds, are in a facility that:

3.16.9.1. Aligns with the National Alliance for Recovery Residences Standards; and

3.16.9.2. Is registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with the New Hampshire Administrative Rules, He-A 305, Voluntary Registry for Recovery Houses.

8. Modify Exhibit B, Section 6, Staffing, Subsection 6.1., Paragraph 6.1.1. to read:

6.1.1. A minimum of one (1) New Hampshire Licensed Supervisor.

9. Modify Exhibit B, Section 6, Staffing, Subsection 6.11. to read:

6.11. The Contractor shall ensure no Licensed Supervisor shall supervise more than 12 staff unless the Department has approved an alternative supervision plan.

10. Modify Exhibit B, Section 11, Additional Terms, Subsection 11.3, Credits and Copyright

Ownership, Paragraph 11.3.1. to read:

11.3.1. If the Contractor publicly references or markets their use of American Society of Addiction Medicine (ASAM) criteria, or utilizes language related to ASAM levels of care in promotion or marketing of their services, the Contractor shall:

11.3.1.1. Sign and have in effect, Exhibit L, Amendment #1, Sample End User License Agreement with the Department, prior to such referencing or marketing.

11.3.1.2. Comply with the executed End User Agreement, or shall otherwise not be permitted to publicly reference or market the use of anything related to ASAM.

11. Modify Exhibit B, by adding Section 12, Maintenance of Fiscal Integrity, as follows:

12. Maintenance of Fiscal Integrity

12.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement (total organization and program-level), and Cash Flow Statement for the Contractor. Program-level Profit and Loss Statement shall include all revenue sources and all related expenditures for that program. The program-level Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Outside of the program-level Profit and Loss Statement and budget to actual analysis, all other statements shall be reflective of the entire South Eastern New Hampshire Alcohol and Drug Abuse Services organization and shall be submitted on the same day the reports are submitted to the Board, but no later than the fourth (4th) Wednesday of the month. Additionally, the Contractor will provide interim profit and loss statements for every program area, reported as of the 20th of the month, by the last day of every month. The Contractor will be evaluated on the following:

12.1.1. Days of Cash on Hand:

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

12.1.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock. Any amount of cash from a line of credit should be broken out separately.

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

12.1.2. Current Ratio:

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

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

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

12.1.3. Debt Service Coverage Ratio:

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

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

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

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

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

12.1.4. Net Assets to Total Assets:

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

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

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

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

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

12.1.5. Total Lines of Credit:

12.1.5.1. The Contractor will provide a listing of every line of credit and amount outstanding for each line.

12.1.5.2. The Contractor will report on any new borrowing activities.

12.1.5.3. The Contractor will report on any instances of non-compliance with any loan covenant or agreement.

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

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

12.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months; or

12.2.3. Does not meet the reporting timeframe; then

12.3. The Department may exercise any of the following:

12.3.1. Require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards;

12.3.2. Notwithstanding paragraph 8 of the General Provisions, Form P-37 of this Agreement, require the Contractor to submit a comprehensive corrective action plan within 30 calendar days of notification that 12.2.1. and/or 12.2.2. have not been met;

12.3.2.1. If a corrective action plan is required, the Contractor shall update the corrective action plan at least every 30 calendar days until compliance is achieved.

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

12.3.3. Terminate the contract pursuant to the General Provisions, Form P-37 of this Agreement.

12. Modify Exhibit B-1, Operational Requirements, by replacing it in its entirety with Exhibit B-1, Amendment #1, Operational Requirements, which is attached hereto and incorporated by reference herein.

13. Modify Exhibit C, Payment Terms, by replacing it in its entirety with Exhibit C, Amendment #1, Payment Terms, which is attached hereto and incorporated by reference herein.

14. Modify Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, by replacing it in its entirety with Exhibit I – Amendment #1, Health Insurance Portability and Accountability Act Business Associate Agreement, which is attached hereto and incorporated herein.

15. Add Exhibit L, Amendment #1, Sample, ASAM End User License Agreement, which is attached hereto and incorporated by reference herein

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

2/11/2022
Date

DocuSigned by:
Katja S. Fox
ED9D05B04C63442...

Name: Katja S. Fox

Title: Director

South Eastern New Hampshire
Alcohol and Drug Abuse Services

2/11/2022
Date

DocuSigned by:
Denise Elwart
2FE68E0BC0394EA...

Name: Denise Elwart

Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

2/11/2022
Date

DocuSigned by:
Robyn Guarino
748734844941460...
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B-1 Amendment #1

Operational Requirements

1. Requirements for Organizational or Program Changes.

1.1. The Contractor shall provide written notification to the Department no later than 30 days prior to changes in:

1.1.1. Ownership;

1.1.2. Physical location; or

1.1.3. Name.

1.2. The Contractor shall submit a copy of the certificate of amendment from the New Hampshire Secretary of State with the effective date of the change to the Department, when there is a change of the ownership, physical location, or name of the organization.

2. Inspections and Enforcement Remedies

2.1. The Contractor shall allow any Department representative at any time to be admitted on the premises to inspect:

2.1.1. The facility;

2.1.2. All programs and services provided through this Agreement; and

2.1.3. Any records required by the Agreement.

2.2. The Contractor shall be issued a notice of deficiencies when the Department determines that the Contractor is not in compliance with contract requirements. The Contractor shall receive written notice from the Department, as applicable which:

2.2.1. Identifies each deficiency;

2.2.2. Identifies the specific proposed remedy(ies).

2.3. The Contractor shall receive notice from the Department for violations of contract requirements, that may include, but is not limited to:

2.3.1. The requirement to submit a Plan of Correction (POC).

2.3.2. The imposition of a directed POC from the Department.

2.3.3. Termination of the Agreement in accordance with the General Provisions, Form P-37.

3. Plans of Corrective Action

3.1. Notwithstanding paragraph 8, Event of Default, and paragraph 9, Termination of the General Provisions, Form P-37, the Contractor shall submit a written Plan of Correction (POC) to the Department within 21 days of receiving a notice of deficiencies, for review and acceptance. The Contractor shall ensure the POC includes, but is not limited to:

3.1.1. Steps to be taken to correct each deficiency.

3.1.2. Measures that will be put in place.

3.1.3. System changes to be made to ensure that the deficiency does not recur.

3.1.4. The date by which each deficiency will be corrected, ensuring the correction occurs no later than 90 days from the date the POC is submitted to the Department.

3.2. The Contractor shall ensure each POC:

3.2.1. Achieves compliance with contract requirements;

3.2.2. Addresses all deficiencies and deficient practices as cited in the notice of deficiencies; and

3.2.3. Mitigates the likelihood of a new violation of contract requirements as a result of implementation of the POC.

3.3. The Department shall notify the Contractor of the reasons for rejection of the POC, if the POC is not accepted. The Contractor shall:

3.3.1. Develop and submit a revised POC within 21 days of the date of the written notification of POC rejections.

3.3.2. Ensure the revised POC complies with POC standards identified above.

3.4. The Contractor shall be subject to a directed POC from the Department that specifies the corrective actions to be taken when:

3.4.1. Deficiencies were identified during an inspection that require immediate corrective action to protect the health and safety of the individuals receiving services or staff providing services.

3.4.2. The original POC is not submitted within 21 days of the date of the written notification of deficiencies;

3.4.3. The revised POC is rejected by the Department; or

3.4.4. The POC is not implemented by the completion date identified in the Department-accepted POC.

3.5. The Contractor shall admit and allow the Department access to the premises and records related to the Department-accepted POC, after the completion date identified in the POC, in order to verify the implementation of the POC, which may include, but is not limited to:

3.5.1. Review of materials submitted by the Contractor;

3.5.2. Follow-up inspection; or

3.5.3. Review of compliance during the next scheduled inspection.

4. **Duties and Responsibilities**

4.1. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to individuals on an ongoing basis.

4.2. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.

4.3. The Contractor shall employ an administrator responsible for the day-to-day operations of services provided in this Agreement. The Contractor shall:

4.3.1. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and

4.3.2. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor, the staff position(s) to be delegated, and the authority and responsibility to act in the administrator's behalf when the administrator is absent.

4.4. The Contractor shall ensure the following documents are posted in a public area:

4.4.1. A copy of the Contractor's policies and procedures relative to the implementation of rights and responsibilities for individuals receiving services, including confidentiality per 42 CFR Part 2; and

4.4.2. The Contractor's plan for fire safety, evacuation, and emergencies, identifying the location of, and access to all fire exits.

4.5. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the Department.

4.6. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the Department, and all court orders.

4.7. The Contractor shall follow the required procedures for the care of the individuals, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007 for residential programs, if the Contractor accepts an individual who is known to have a disease reportable under NH Administrative Rule He-P 301, or an infectious disease.

4.8. The Contractor shall comply with state and federal regulations on confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12.

4.9. The Contractor shall develop policies and procedures regarding the release of information contained in individual service records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.

4.10. The Contractor shall ensure all records relating to services provided through this Agreement are legible, current, accurate, and available to the Department during an inspection or investigation.

4.11. The Contractor shall ensure service site(s) are accessible to individuals with a disability, using Americans with Disabilities Act (ADA) accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq. The Contractor shall ensure service sites include:

4.11.1. A reception area separate from living and treatment areas;

4.11.2. A private space for personal consultation, charting, treatment and social activities, as applicable;

4.11.3. Secure storage of active and closed confidential individual records; and

4.11.4. Separate and secure storage of toxic substances.

4.12. The Contractor shall establish a code of ethics for staff that includes a mechanism for reporting unethical conduct.

4.13. The Contractor shall develop, implement, and maintain specific policies, including:

4.13.1. Rights, grievance, and appeals policies and procedures for individuals receiving services;

4.13.2. Progressive discipline, leading to administrative discharge;

4.13.3. Reporting and appealing staff grievances;

4.13.4. Alcohol and other drug use while in treatment;

4.13.5. Individual and employee smoking that are in compliance with Exhibit B, Section 3.16;

4.13.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;

4.13.7. Holding an individual's possessions;

4.13.8. Secure storage of staff medications;

4.13.9. Medication belonging to individuals receiving services;

4.13.10. Urine specimen collection, as applicable, that:

4.13.10.1. Ensures collection is conducted in a manner that preserves individual privacy as much as possible; and

4.13.10.2. Minimizes falsification;

4.13.11. Safety and emergency procedures on:

4.13.11.1. Medical emergencies;

4.13.11.2. Infection control and universal precautions, including the use of protective clothing and devices;

4.13.11.3. Reporting injuries;

4.13.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures; and

4.13.11.5. Emergency closings.

4.13.12. The Contractor shall develop, implement and maintain procedures for:

4.13.12.1. Protection of individual records that govern use of records, storage, removal, conditions for release of information, and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and

4.13.12.2. Quality assurance and improvement.

5. Collection of Fees.

5.1. The Contractor shall maintain procedures regarding collections from individual fees, co-insurance payments, cost-shares, private or public insurance, and other payers responsible for the individual's finances; and

5.2. The Contractor shall provide the individual, and the individual's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge at the time of screening and admission,

6. Screening and Denial of Services

6.1. The Contractor shall maintain a record of all individual screenings, including:

6.1.1. The individual's name and/or unique identifier;

6.1.2. The individual's referral source;

6.1.3. The date of initial contact from the individual or referring agency;

6.1.4. The date of screening; and

6.1.5. The result of the screening, including the reason for denial of services if applicable;

6.2. The Contractor shall record all referrals to and coordination with the Doorway and interim services or the reason that the referral was not made; for any individual who is placed on a waitlist. The Contractor shall:

6.2.1. Record all contact with the individual between screening and removal from the waitlist; and

6.2.2. Record the date the individual was removed from the waitlist and the reason for removal.

6.3. In the instance an individual requesting services is denied service(s), the Contractor shall:

6.3.1. Inform the individual of the reason for denial of service(s); and

6.3.2. Assist the individual in identifying and accessing appropriate available treatment.

6.4. The Contractor shall not deny services to an individual solely because the individual:

6.4.1. Previously left treatment against the advice of staff;

6.4.2. Relapsed from an earlier treatment;

6.4.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or

6.4.4. Has been diagnosed with a mental health disorder.

6.5. The Contractor shall report on denial of services to individuals at the request of the Department.

7. **Staffing Requirements**

7.1. The Contractor shall develop current job descriptions for all staff, including contracted staff, volunteers, and student interns, which includes:

7.1.1. Job title;

7.1.2. Physical requirements of the position;

7.1.3. Education and experience requirements of the position;

7.1.4. Duties of the position;

7.1.5. Positions supervised; and

7.1.6. Title of immediate supervisor.

7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which includes, but is not limited to:

7.2.1. Requiring a prospective employees to sign a releases to allow the Contractor to conduct a criminal record check;

7.2.2. Requiring the administrator or designee to obtain and review criminal record checks from the New Hampshire Department of Safety for each prospective employee;

7.2.3. Ensuring criminal record check standards are reviewed to ensure the health, safety, or well-being of individuals, beyond which shall be reason for non-selection for employment, including the following:

7.2.3.1. Felony convictions in this or any other state;

7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and

7.2.3.3. Findings by the Department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and

7.2.4. Waiver of 7.2.3 above for good cause shown.

7.3. The Contractor shall ensure all staff, which includes contracted staff, meet the educational, experiential, and physical qualifications of the position as listed in their job description. The Contractor shall ensure staff:

7.3.1. Do not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;

7.3.2. Are licensed, registered or certified as required by state statute and as applicable;

7.3.3. Receive an orientation within the first three (3) days of work or prior to direct contact with individuals, which includes:

7.3.3.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;

7.3.3.2. The Contractor's policies on the rights, responsibilities, and complaint procedures for individuals receiving services;

7.3.3.3. Federal and state confidentiality requirements;

7.3.3.4. Grievance procedures;

7.3.3.5. Job duties, responsibilities, policies, procedures, and guidelines;

7.3.3.6. Topics covered by both the administrative and personnel manuals;

7.3.3.7. The Contractor's infection prevention program;

7.3.3.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of staff in an emergency; and

7.3.3.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and

7.3.4. Sign and date documentation that they have taken part in an orientation as described above;

7.3.5. Complete a mandatory annual in-service education, which includes a review of all elements described above.

7.4. The Contractor shall ensure, prior to having contact with individuals receiving services, that employees and contracted employees:

7.4.1. Submit proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:

7.4.1.1. The name of the examinee;

7.4.1.2. The date of the examination;

7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;

7.4.1.4. Results of a 2-step TB test, Mantoux method or other method approved by the Centers for Disease Control; and

7.4.1.5. The dated signature of the licensed health practitioner.

7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and

7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium TB through shared air space with persons with infectious TB.

7.5. The Contractor shall ensure employees, contracted employees, volunteers and independent Contractors who have direct contact with individuals who have a history of TB or a positive skin test have a symptomatology screen of a TB test.

7.6. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student intern, volunteer, and contracted staff, which includes, but is not limited to:

7.6.1. A completed application for employment or a resume.

7.6.2. Identification data.

7.6.3. The education and work experience of the employee.

7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:

7.6.4.1. Position title;

7.6.4.2. Qualifications and experience; and

7.6.4.3. Duties required by the position.

7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable.

7.6.6. A signed and dated record of orientation as required above.

7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable.

7.6.8. Records of screening for communicable diseases results required above.

7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary.

7.6.10. Documentation of annual in-service education as required above that includes date of completion and signature of staff.

7.6.11. Information as to the general content and length of all continuing education or educational programs attended;

7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the individual's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy;

7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that the individual:

7.6.13.1. Does not have a felony conviction in this or any other state;

7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect, or exploitation or pose a threat to the health, safety or well-being of an individual; and

7.6.13.3. Has not had a finding by the Department or any administrative agency in NH or any other state for assault, fraud, abuse, neglect or exploitation of any person; and

7.6.14. Documentation of the criminal records check and any waivers, as applicable.

7.7. An individual need not re-disclose any of the matters in the criminal background check if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.

8. **Clinical Supervision of Unlicensed Counselors**

8.1. The Contractor shall ensure all unlicensed counselors providing treatment, education and/or recovery support services; and all uncertified CRSWs, are under the direct supervision of a licensed supervisor.

8.2. The Contractor shall ensure no licensed supervisor supervises more than 12 unlicensed staff, unless the Department has approved an alternative supervision plan.

8.3. The Contractor shall ensure unlicensed counselors receive a minimum of one (1) hour of supervision for every 20 hours of direct contact with individuals receiving services;

8.4. The Contractor ensures supervision is provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;

8.5. The Contractor shall ensure supervision includes:

8.5.1. Review of case records;

8.5.2. Observation of interactions with individuals receiving services;

8.5.3. Skill development; and

8.5.4. Review of case management activities;

8.6. The Contractor shall ensure supervisors maintain a log of the supervision date, duration, content and who was supervised by whom; and

8.7. The Contractor shall ensure staff licensed or certified shall receive supervision in accordance with the requirement of their licensure.

9. Orientation for Individuals Receiving Services

9.1. The Contractor shall conduct an orientation for individuals receiving services upon admission to program, either individually or by group, that includes:

9.1.1. Rules, policies, and procedures of the program and facility;

9.1.2. Requirements for successfully completing the program;

9.1.3. The administrative discharge policy and the grounds for administrative discharge;

9.1.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements;

9.1.5. Requiring the individual to sign and date a receipt that the orientation was conducted.

10. Treatment Plans

10.1. The Contractor shall ensure a licensed counselor or an unlicensed counselor, under the supervision of a licensed counselor, develops and maintains a written treatment plan for each individual receiving services in accordance with

SAMHSA TAP 21: Addiction Counseling Competencies, which addresses all ASAM domains. The Contractor shall ensure the treatment plan:

10.1.1. Identifies the individual's clinical needs, treatment goals, and objectives.

10.1.2. Identifies the individual's strengths and resources for achieving goals and objectives above;

10.1.3. Defines the strategy for providing services to meet the individual's needs, goals, and objectives;

10.1.4. Identifies and documents referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;

10.1.5. Provides the criteria for terminating specific interventions;

10.1.6. Includes specification and description of the indicators to be used to assess the individual's progress;

10.1.7. Includes documentation of participation in the treatment planning process or the reason why the individual did not participate; and

10.1.8. Includes signatures of the individual and the counselor agreeing to the treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.

10.1.9. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB.

11. Group education and counseling

11.1. The Contractor shall maintain an outline of each educational and group therapy session provided.

12. Progress notes

12.1. The Contractor shall ensure progress notes are completed for each individual, group, or family treatment or education session.

12.2. The Contractor shall ensure progress notes include, but not limited to:

12.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;

12.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and

12.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session.

13. Discharge

13.1. The Contractor shall discharge an individual from a program for the following reasons:

13.1.1. Program completion or transfer based on changes in the individual's functioning relative to ASAM criteria;

13.1.2. Program termination, including:

13.1.2.1. Administrative discharge;

13.1.2.2. Non-compliance with the program;

13.1.2.3. The individual left the program before completion against advice of treatment staff; and

13.1.3. The individual is inaccessible, due to reasons that may include incarceration or hospitalization.

13.2. The Contractor shall ensure that counselors complete a narrative discharge summary in all cases of individual discharge. The Contractor shall ensure the discharge summary includes, but is not limited to:

13.2.1. The dates of admission and discharge.

13.2.2. The individual's psychosocial substance misuse history and legal history.

13.2.3. A summary of the individual's progress toward treatment goals in all ASAM domains.

13.2.4. The reason for discharge.

13.2.5. The individual's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment.

13.2.6. A summary of the individual's physical and mental health condition at the time of discharge.

13.2.7. A continuing care plan, including all ASAM domains.

13.2.8. A determination as to whether the individual would be eligible for re-admission to treatment, if applicable.

13.2.9. The dated signature of the counselor completing the summary.

13.3. The Contractor shall ensure the discharge summary is completed:

13.3.1. No later than seven (7) days following an individual's discharge from the program; or

13.3.2. For withdrawal management services, by the end of the next business day following an individual's discharge from the program.

13.4. The Contractor shall ensure, when transferring an individual from one level of care to another within the same certified Contractor agency or to another treatment provider, the counselor:

13.4.1. Completes a progress note on the client's treatment and progress towards treatment goals, to be included in the individual's record; and

13.4.2. Updates the individual evaluation and treatment plan.

13.5. The Contractor shall forward copies of the information to a receiving provider when discharging an individual to another treatment provider, upon receiving a signed release of confidential information from the individual. The Contractor shall ensure information includes:

13.5.1. The discharge summary;

13.5.2. Individual demographic information, including the individual's name, date of birth, address, telephone number, and the last four (4) digits of their Social Security number; and

13.5.3. A diagnostic assessment statement and other assessment information, including:

13.5.3.1. TB test results;

13.5.3.2. A record of the individual's treatment history; and

13.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.

13.6. The Contractor shall ensure the counselor meets with the individual at the time of discharge or transfer to establish a continuing care plan. The Contractor shall ensure the continuing care plan:

13.6.1. Includes recommendations for continuing care in all ASAM domains;

13.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and

13.6.3. Assists the individual in making contact with other agencies or services.

13.7. The Contractor shall ensure the counselor documents, in the individual's service record, if and why the meeting described above could not take place.

13.8. The Contractor shall ensure individuals receiving services through this Agreement are only administratively discharged for the following reasons:

13.8.1. The individual's behavior on program premises is abusive, violent, or illegal;

13.8.2. The individual is non-compliant with prescription medications;

13.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the individual's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or

13.8.4. The individual violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

14. **Individual Service Record System**

14.1. The Contractor shall implement a comprehensive system in paper and/or electronic format to maintain service records for each individual receiving services. The Contractor shall ensure service records are:

14.1.1. Organized into related sections with entries in chronological order;

14.1.2. Easy to read and understand;

14.1.3. Complete, containing all the parts;

14.1.4. In compliance with all applicable confidentiality laws, including 42 CFR Part 2 and Exhibit K;

14.1.5. Up-to-date, including notes of most recent contacts; and

14.1.6. Accessible to the Department upon request.

14.2. The Contractor shall ensure service records are organized as follows:

14.2.1. First section, Intake/Initial Information:

14.2.1.1. Identification data, including the individual's:

14.2.1.1.1. Name;

14.2.1.1.2. Date of birth;

14.2.1.1.3. Address;

14.2.1.1.4. Telephone number; and

14.2.1.1.5. The last four (4) digits of the individual's Social Security number;

14.2.1.2. The date of admission;

14.2.1.3. Name, address, and telephone number of the individual's:

14.2.1.3.1. Legal guardian;

14.2.1.3.2. Representative payee;

14.2.1.3.3. Emergency contact;

14.2.1.3.4. The person or entity referring the individual for services, as applicable;

14.2.1.3.5. Primary health care provider;

14.2.1.3.6. Behavioral health care provider, if applicable;

14.2.1.3.7. Public or private health insurance provider(s), or both;

14.2.1.4. The individual's religious preference, if any;

14.2.1.5. The individual's personal health history;

14.2.1.6. The individual's mental health history;

14.2.1.7. Current medications;

14.2.1.8. Records and reports prepared prior to the individual's current admission and determined by the counselor to be relevant; and

14.2.1.9. Signed receipt of notification of individual rights;

14.2.2. Second section, Screening/Assessment/Evaluation:

14.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit B.

14.2.3. Third section, Treatment Planning:

14.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Exhibit B and in this Exhibit B-1; and

14.2.3.2. Signed and dated progress notes and reports from all programs involved.

14.2.4. Fourth section, Discharge Planning:

14.2.4.1. A narrative discharge summary, as required in this Exhibit B-1.

14.2.5. Fifth section, Releases of Information/Miscellaneous:

14.2.5.1. Release of information forms compliant with 42 CFR, Part 2;

14.2.5.2. Any correspondence pertinent to the individual; and

14.2.5.3. Any other pertinent information the Contractor deemed significant.

14.3. If the Contractor utilizes a paper format record system, then the sections identified above shall be tabbed sections.

15. Medication Services

15.1. The Contractor shall ensure no administration of medications, including physician samples, occur except by a licensed medical practitioner working within their scope of practice.

15.2. The Contractor shall ensure all prescription medications brought by an individual to program are in their original containers and legibly display the following information:

15.2.1. The individual's name;

15.2.2. The medication name and strength;

15.2.3. The prescribed dose;

15.2.4. The route of administration;

15.2.5. The frequency of administration; and

15.2.6. The date ordered.

15.3. The Contractor shall ensure any change or discontinuation of prescription medications includes a written order from a licensed practitioner.

15.4. The Contractor shall ensure all prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the individual's person or stored in the individual's room, are stored as follows:

15.4.1. All medications are kept in a storage area that is:

15.4.1.1. Locked and accessible only to authorized personnel;

15.4.1.2. Organized to allow correct identification of each individual's medication(s);

15.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and

15.4.1.4. Equipped to maintain medication at the proper temperature;

15.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, are kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and

15.4.3. Topical liquids, ointments, patches, creams and powder forms of products are stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.

15.5. The Contractor shall ensure medication belonging to staff are only accessible to staff and are stored separately from medications belonging to individuals served.

15.6. The Contractor shall ensure over-the-counter (OTC) medications brought into the program by individuals receiving services are:

15.6.1. In original, unopened containers;

15.6.2. Are stored in accordance with this Exhibit B-1;

15.6.3. Are marked with the name of the individual using the medication; and

15.6.4. Are taken in accordance with the directions on the medication container or as ordered by a licensed practitioner.

15.7. The Contractor shall ensure all medications self-administered by an individual, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the individual without supervision, are supervised by the program staff. The Contractor shall ensure staff:

15.7.1. Remind the individual to take the correct dose of their medication at the correct time;

15.7.2. May open the medication container but do not physically handle the medication itself in any manner; and

15.7.3. Remain with the individual to observe them taking the prescribed dose and type of medication;

15.7.4. Document each medication taken in an individual's medication log, which includes:

15.7.4.1. The medication name, strength, dose, frequency and route of administration;

15.7.4.2. The date and the time the medication was taken;

15.7.4.3. The signature or identifiable initials of the staff supervising the consumption of the medication by the individual receiving services; and

15.7.4.4. The reason for any medication refused or omitted, as applicable.

15.8. The Contractor shall ensure the individual's medication log is included in the individual's record and any remaining medication is taken with the individual upon their discharge.

16. Notice of Rights for Individuals Receiving Services

16.1. The Contractor shall ensure programs inform individuals of their rights in clear, understandable language and form, both verbally and in writing. The Contractor shall ensure:

16.1.1. Applicants for services are informed of their rights to evaluations and access to treatment;

16.1.2. Individuals are advised of their rights upon entry into any program and annually thereafter; and

16.1.3. Initial and annual notifications of individual rights are documented in the individual's record.

16.2. The Contractor shall ensure every program within the service delivery system posts notice of the rights, as follows:

16.2.1. The notice is continually posted in an area accessible by all;

16.2.2. The notice is presented in clear, understandable language and form; and

16.2.3. Each program and residence has, on the premises, complete copies of rules pertaining to individual rights that are available for individual review.

17. Fundamental Rights of Individuals Receiving Services

17.1. The Contractor shall ensure no individual receiving treatment for a substance use disorder is deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.

18. Personal Rights

18.1. The Contractor shall ensure individuals who are applicants for services or receiving services are treated by program staff with dignity and respect at all times.

18.2. The Contractor shall ensure individuals are free from abuse, neglect and exploitation which may include, but is not limited to:

18.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;

18.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the individual or others; and

18.2.3. Freedom from personal or financial exploitation.

18.3. The Contractor shall ensure individuals receiving services retain the right to privacy.

19. Client Confidentiality

19.1. The Contractor shall comply with the confidentiality requirements in 42 CFR part 2.

19.2. The Contractor shall ensure copies of individual service records for the individual, attorney or other authorized person are available at no charge for the first 25 pages and not more than $0.25 per page thereafter, after review of the record.

19.3. The Contractor shall ensure, if a minor age 12 or older is treated for substance use disorders without parental consent as authorized by RSA 318:B12-a:

19.3.1. The minor's signature alone authorizes a disclosure; and

19.3.2. Any disclosure to the minor's parents or guardians requires a signed authorization to release.

20. Grievances of Individuals Receiving Services

20.1. The Contractor shall ensure individuals receiving services have the right to complain about any matter, including any alleged violation of a right afforded by this Exhibit B-1 or by any state or federal law or rule.

20.2. The Contractor shall ensure any person has the right to complain or bring a grievance on behalf of an individual or a group of individuals.

21. Treatment Rights

21.1. The Contractor shall ensure individuals receiving services have the right to adequate and humane treatment, including:

21.1.1. The right of access to treatment including:

21.1.1.1. The right to evaluation to determine an individual's need for services and to determine which programs are most suited to provide the services needed; and

21.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and

21.1.2. The right to quality treatment including:

21.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the individuals and programs providing the treatment and to the conditions for which the individual is being treated;

21.1.3. The right to receive services in such a manner as to promote the individual's full participation in the community;

21.1.4. The right to receive all services or treatment to which an individual is entitled in accordance with the time frame set forth in the individual's treatment plan;

21.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with this Exhibit B-1 which addresses the individual's own goals;

21.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the individual to participate in meaningful activities in the communities in which the individual lives and works;

21.1.7. The right to services and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:

21.1.7.1. Freedom of movement; and

21.1.7.2. Participation in the community, while providing the level of support needed by the individual;

21.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:

21.1.8.1. Whenever possible, the consent shall be given in writing; and

21.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;

21.1.9. The right to refuse to participate in any form of experimental treatment or research;

21.1.10. The right to be fully informed of one's own diagnosis and prognosis;

21.1.11. The right to voluntary placement including the right to:

21.1.11.1. Seek changes in placement, services or treatment at any time; and

21.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;

21.1.12. The right to services which promote independence including services directed toward:

21.1.12.1. Eliminating, or reducing as much as possible, the individual's needs for continued services and treatment; and

21.1.12.2. Promoting the ability of the individuals to function at their highest capacity and as independently as possible;

21.1.13. The right to refuse medication and treatment;

21.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;

21.1.15. The right to consultation and second opinion including:

21.1.15.1. At the individual's own expense, the consultative services of:

21.1.15.1.1. Private physicians;

21.1.15.1.2. Psychologists;

21.1.15.1.3. Licensed drug and alcohol counselors; and

21.1.15.1.4. Other health practitioners; and

21.1.15.2. Granting to such health practitioners reasonable access to the individual, as required by Section 19.1.15, in programs and allowing such practitioners to make

recommendations to programs regarding the services and treatment provided by the programs;

21.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring an individual's participation and informed decision-making:

21.1.16.1. Guardian;

21.1.16.2. Representative;

21.1.16.3. Attorney;

21.1.16.4. Family member;

21.1.16.5. Advocate; or

21.1.16.6. Consultant; and

21.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical, or pharmacological restraint, unless the individual is at risk of self-harm or harm to others.

21.2. The Contractor shall ensure no treatment professional is required to administer treatment contrary to such professional's clinical judgment.

21.3. The Contractor shall ensure programs maximize the decision-making authority of the individual.

21.4. The Contractor shall ensure the following provisions apply to individuals for whom a guardian has been appointed by a court:

21.4.1. The guardian and all individuals involved in the provision of services are made aware of the individual's views, preferences and aspirations;

21.4.2. A guardian only makes decisions that are within the scope of the powers set forth in the guardianship order issued by the court;

21.4.3. The program requests a copy of the guardianship order from the guardian;

21.4.4. The order is kept in the individual's record at the program;

21.4.5. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the individual's choice and preference relative to those issues prevail unless the guardian's authority is expanded by the court to include those issues;

21.4.6. A program takes steps that are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:

21.4.6.1. Reviewing with the guardian the limits on their decision-making authority; and

21.4.6.2. Bringing the matter to the attention of the court that appointed the guardian, if necessary;

21.4.7. The guardian acts in a manner that furthers the best interests of the individual;

21.4.8. In acting in the best interests of the individual, the guardian takes the views, preferences, and aspirations of the individual into consideration;

21.4.9. The program takes steps that are necessary to prevent a guardian from acting in a manner that does not further the best interests of the individual and, if necessary, brings the matter to the attention of the court that appointed the guardian; and

21.4.10. In the event that there is a dispute between the program and the guardian, the program informs the guardian of their right to bring the dispute to the attention of the court that appointed the guardian.

22. Termination of Services

22.1. The Contractor shall terminate an individual from services if the individual:

22.1.1. Endangers or threatens to endanger other individuals or staff, or engages in illegal activity on the property of the program;

22.1.2. Is no longer benefiting from the service(s) provided;

22.1.3. Cannot agree with the Contractor on a mutually acceptable course of treatment;

22.1.4. Refuses to pay for the services received despite having the financial resources to do so; or

22.1.5. Refuses to apply for benefits that could cover the cost of the services received despite the fact that the individual is or may be eligible for benefits.

22.2. The Contractor shall ensure termination does not occur unless the program has given both written and verbal notice to the individual and individual's guardian, if any, that:

22.2.1. Identifies the effective date of termination;

22.2.2. Lists the clinical or management reasons for termination; and

22.2.3. Explains the rights to appeal and the appeal process.

22.3. The Contractor shall document in the service record of an individual who has been terminated that:

22.3.1. The individual has been notified of the termination; and

22.3.2. The termination has been approved by the program administrator.

23. Rights for Individuals Receiving Residential Programs

23.1. The Contractor shall ensure individuals of residential programs retain the following rights:

23.1.1. The right to a safe, sanitary, and humane living environment;

23.1.2. The right to privately communicate with others, including:

23.1.2.1. The right to send and receive unopened and uncensored correspondence;

23.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive a reasonable number of telephone calls, except that residential programs may require an individual to reimburse them for the cost of any calls made by the individual; and

23.1.2.3. The right to receive and to refuse to receive visitors, except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services;

23.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for individuals to engage in such activities;

23.1.4. The right to privacy, including the following:

23.1.4.1. The right to courtesies that include, but are not limited to, knocking on closed doors before entering and ensuring privacy for telephone calls and visits;

23.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and

23.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;

23.1.5. The right to individual choice, including the following:

23.1.5.1. The right to keep and wear their own clothes;

23.1.5.2. The right to space for personal possessions;

23.1.5.3. The right to keep and to read materials of their own choosing;

23.1.5.4. The right to keep and spend their own money; and

23.1.5.5. The right not to perform work for the Contractor and to be compensated for any work performed, except that:

23.1.5.5.1. Individuals may be required to perform personal housekeeping tasks within the individual's own

immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and

23.1.5.5.2. Individuals may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the individual is compensated for work performed; and

23.1.5.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.

23.2. The Contractor shall ensure policies governing individual behavior within a residence are developed, implemented, and available to the Department as requested. The Contractor shall ensure:

23.2.1. Individuals are informed of any house policies upon admission to the residence.

23.2.2. House policies are posted and such policies shall conform with this section.

23.2.3. House policies are periodically reviewed for compliance with this section in connection with quality assurance site visits.

23.2.4. Notwithstanding Section 23.1.4.3 above, development of policies and procedures allowing searches for alcohol and illicit drugs to be conducted:

23.2.4.1. Upon the individual's admission to the program; and

23.2.4.2. If probable cause exists, including such proof as:

23.2.4.2.1. A positive test showing presence of alcohol or illegal drugs; or

23.2.4.2.2. Showing physical signs of intoxication or withdrawal.

24. State and Federal Requirements

24.1. If there is any error, omission, or conflict in the requirements listed below, the applicable federal, state, and local regulations, rules and requirements shall take precedence. The requirements specified below are provided herein to increase the Contractor's compliance.

24.2. The Contractor agrees to the following state and/or federal requirements for specialty treatment for pregnant and parenting women:

24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.2. The program provides or arranges for primary medical care for women who are receiving substance use disorder services, including prenatal care.

24.2.3. The program provides or arranges for childcare with the women are receiving services.

24.2.4. The program provides or arranges for primary pediatric care for the women's children, including immunizations.

24.2.5. The program provides or arranges for gender-specific substance use disorder treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, neglect, and parenting.

24.2.6. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.

24.2.7. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.

24.3. The Contractor shall assist the individual in finding and engaging in a service, which may include, but is not limited to, helping the individual locate an appropriate provider, referring individuals to the needed service provider, setting up appointments for individuals with those providers, and assisting the individual with attending appointments with the service provider(s).

24.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:

24.4.1. Within seven (7) days of reaching 90% of capacity, the program notifies the Department that 90% capacity has been reached.

24.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug use not later than:

24.4.2.1. 14 days after making the request; or

24.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance use disorder treatment program.

24.4.3. The program has established a waitlist that includes a unique patient identifier for each injecting drug user seeking treatment, including individuals receiving interim services while awaiting admission.

24.4.4. The program has a mechanism that enables it to:

24.4.4.1. Maintain contact with individuals awaiting admission;

24.4.4.2. Admit or transfer waiting list individuals at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the individual; and

24.4.4.3. The program takes individuals awaiting treatment off the waiting list only when one of the following conditions exist:

24.4.4.3.1. Individuals cannot be located for admission into treatment or

24.4.4.3.2. Individuals refuse treatment

24.4.5. The program includes activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.

24.4.6. The program has procedures for:

24.4.6.1. Selecting, training, and supervising outreach workers.

24.4.6.2. Contacting, communicating, and following up with individuals at high-risk of substance misuse, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.

24.4.6.3. Promoting awareness among people who inject drugs about the relationship between injection drug use and communicable diseases.

24.4.6.4. Recommending steps that can be taken to ensure communicable diseases do not occur.

24.4.7. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance use disorder services, except in cases when each of the following conditions is met:

24.4.7.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.

24.4.7.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.

24.4.7.3. A physician makes a determination that the following conditions have been met:

24.4.7.3.1. The primary diagnosis of the individual is substance use disorder and the physician certifies that fact.

24.4.7.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.

24.4.7.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.

24.4.7.3.4. The hospital-based substance use disorder program follows national standards of substance use disorder professional practice.

24.4.7.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)

24.4.8. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.

24.4.9. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.

24.4.10. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.

24.4.11. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.

24.4.12. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.

24.4.13. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.

24.4.14. The program uses the SAPT Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:

24.4.14.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program; and

24.4.14.2. Secure payments from individuals for services in accordance with their ability to pay.

24.4.15. The Contractor shall comply with all relevant state and federal laws such as but not limited to:

24.4.15.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale in Exhibit C shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.

24.4.15.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 13.71%, federal funds from the Substance Abuse Prevention and Treatment Block Grant, as awarded October 1, 2020 and October 1, 2021, by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, CFDA 93.959 FAIN TI083464.
   1.2. 69.43%, federal funds from the State Opioid Response Grant, as awarded September 30, 2021, by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, CFDA # 93.788, FAIN TI083326, which are only ***effective from the contract effective date through September 29, 2022***.
   1.3. 7.06% General funds.
   1.4. 9.80% Other funds (Governors Commission).
2. For the purposes of this Agreement:
   2.1. The Department has identified the Contractor as a SUBRECIPIENT, in accordance with 2 CFR 200.331.
   2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
   2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
3. 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 item, as specified in Exhibits C-1, SUD Treatment Services Budget through Exhibit C-6, Residential Services Budget.
   3.1. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
   3.2. Ensure approval for Exhibits C-1, SUD Treatment Services Budget through Exhibit C-6, Residential Services Budget is received from the Department prior to submitting invoices for payment.
   3.3. Request payment for actual expenditures incurred in the fulfillment of this Agreement, and in accordance with the Department-approved budgets.
4. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days from the contract Effective Date,

which shall be retained by the Department. The Contractor shall submit budgets as follows:

4.1. One (1) budget for each tiered service that specifies expenses for the period from October 1, 2021 through June 30, 2022, as follows:

4.1.1. Exhibit C-1, SUD Treatment Services Budget

4.1.2. Exhibit C-2, Residential Services Budget

5. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2022, which shall be retained by the Department. The Contractor shall submit budgets as follows:

5.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2022 through June 30 2023, as follows:

5.1.1. Exhibit C-3, SUD Treatment Services Budget

5.1.2. Exhibit C-4, Residential Services Budget

6. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2023, which shall be retained by the Department. The Contractor shall submit budgets as follows:

6.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2023 through September 29, 2023, as follows:

6.1.1. Exhibit C-5, SUD Treatment Services Budget

6.1.2. Exhibit C-6, Residential Services Budget

7. The Contractor shall bill and seek reimbursement for services provided to individuals as follows:

7.1. For individuals enrolled through the Department's Medicaid or Medicare Fee for Service program in accordance with the current, publically posted Fee for Service (FFS) schedule.

7.2. 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.

7.3. For individuals whose private insurer will not remit payment for the full amount, the Contractor shall bill the individual based on the sliding fee scale below.

Percentage of Individual's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit C-1, to Charge the Individual
0%-138%	0%

139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

7.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in approved budgets for which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor shall directly bill the Department to access funds in this Agreement.

7.5. Invoices for individuals without health insurance or other coverage for the services they receive, and for operational costs, must include general ledger detail indicating the invoice is only for net expenses.

7.6. Services provided to incarcerated individuals will be reimbursable only with General Funds and Governor Commission Funds for actual costs incurred, and payable upon Department approval.

8. Additional Billing/Reporting Requirements

8.1. The Contractor shall maintain documentation that includes, but is not limited to:

8.1.1. Medicaid and/or Medicare ID of the individual receiving services.

8.1.2. WITS ID of the individual receiving services, if applicable.

8.1.3. Date range of stay per individual for which expenses apply.

8.1.4. Level of Care for which the individual received services for the date range identified in 8.1.3.

8.2. The Contractor shall ensure individuals receiving services rendered from SOR funds have a documented history or current diagnoses of Opioid Use Disorder (OUD) or Stimulant Use Disorders.

8.3. The Contractor shall coordinate ongoing care for all individuals with documented history or current diagnoses of OUD or Stimulant Use Disorder, receiving services rendered from SOR funds, with Doorways in accordance with 42 CFR Part 2.

9. Non-Reimbursement for Services

9.1. The Department shall not reimburse the Contractor for services provided through this contract when an individual has or may have an alternative

payer for services described in the Exhibit B, Scope of Work, including, but not limited to:

9.1.1. Services covered by any Medicaid programs for individuals who are eligible for Medicaid.

9.1.2. Services covered by Medicare for individuals who are eligible for Medicare.

9.2. Notwithstanding Section 9.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when an individual needs a service that is not covered by the payers listed in Section 9.1.

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

9.4. Notwithstanding Section 9.1 above, when payment of the deductible or copay, as determined by the WITS fee determination model described in Exhibit B, Scope of Work, Section 3.4, Eligibility and Intake, would constitute a financial hardship for the individual, the Contractor shall seek reimbursement from the State for the deductible based on the sliding fee scale, not to exceed $4,000 per individual, per treatment episode.

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

9.5.1. If the individual owns a vehicle:

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

9.5.2. If the individual does not own a vehicle:

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

10. The Contractor shall submit an invoice and supporting backup documentation to the Department no later than the 15th working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall:

10.1. Ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

10.2. Ensure invoices are net any other revenue received towards the services billed in fulfillment of this Agreement.

10.3. Ensure backup documentation includes, but is not limited to:

10.3.1. General Ledger showing revenue and expenses for the contract.

10.3.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.

10.3.2.1. Per 45 CFR Part 75.430(i)(1), charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.

10.3.2.2. Attestation and time tracking templates, which are available to the Department upon request.

10.3.3. Receipts for expenses within the applicable state fiscal year.

10.3.4. Cost center reports.

10.3.5. Profit and loss reports.

10.3.6. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.

10.3.7. Information requested by the Department verifying allocation or offset based on third party revenue received.

10.3.8. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.

11. The Contractor shall review and comply with further restrictions included in the Funding Opportunity Announcement (FOA).

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

Program Manager
Department of Health and Human Services
Bureau of Drug & Alcohol Services
105 Pleasant Street
Concord, NH 03301

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

14. The Department shall make payment to the Contractor within 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.

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

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

17. 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.

18. 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.

19. 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.

20. Audits

    20.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if **any** of the following conditions exist:

        20.1.1. 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.

        20.1.2. 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.

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

    20.2. 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.

20.3. 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.

20.4. 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.

20.5. 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.

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 the "Standards for Privacy and Security of Individually Identifiable Health Information," 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Part 1&2 of the "American Recovery and Reinvestment Act of 2009," 42 USC 17934, et sec., applicable to business associates, and also agrees to comply with the "Confidentiality of Substance use Disorder Patient Records," 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as applicable, and as these laws may be amended from time to time.

(1) Definitions.

a. "Business Associate" shall mean the Contractor and its agents that receive, use, transmit, 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.

b. The following terms have the same meaning as defined in HIPAA 45 CFR Parts 160, 162 and 164 and the HITECH Ac as they may be amended from time to time:

"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."

c. 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.

d. "Part 2 record," means any "Record" relating to a "Patient, and "Patient Identifying Information," as defined in 42 CFR Part 2.11 relating to substance use disorder Part 2 records.

e. "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 the Scope of Work of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall protect all 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.

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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.

c. To the extent Business Associate is permitted under the Agreement and the BAA to disclose PHI to any third party or subcontractor, prior to making any such disclosure, the Business Associate must obtain a business associate agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in its business associate agreement with the third party or subcontractor.

d. The Business Associate shall not disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure the Business Associate agrees to refrain from disclosing the PHI, until such time as a court orders the disclosure. If applicable, in any judicial proceeding, the Business Associate shall resist any efforts to access any Part 2 records.

(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 and Part 2, as applicable.

b. The Business Associate shall immediately notify the Covered Entity at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that a known or suspected privacy or security incident or breach has occurred potentially exposing or compromising PHI. This includes inadvertent or accidental uses, disclosures, incidents or breaches of unsecured PHI.

c. In the event of a breach, the Business Associate shall comply with all applicable terms of this BAA, and the information security requirements addendum of the Agreement.

d. The Business Associate agrees to perform a risk assessment, based on the information available at the time, when it becomes aware of any known or suspected privacy or information security incident or breach as described above and communicate that assessment to the Covered Entity. The risk assessment shall include at a minimum, but not be limited to:

- The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

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- 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; and
- The extent to which the risk to the protected health information has been mitigated.

e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in writing to the Covered Entity as soon as practicable after the conclusion of the investigation.

f. 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.

g. As stated in 2.c. above, Business Associate shall require any subcontractor or 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 of the use and disclosure of PHI contained herein, and comply with the duty to return or destroy the PHI as provided under Section 3 (m). In addition, the Business Associate shall require all third party contractors or business associates of the Business Associate receiving PHI pursuant to the Agreement to agree to the Business Associates' rights of enforcement and indemnification from such third party or contractor for the purpose of use and disclosure of protected health information.

h. Within ten (10) 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 BAA and the Agreement.

i. 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.

j. 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.

k. 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.

l. 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.

m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within ten (10) 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.

n. 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.

- If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI. A current version of the Covered Entity's Notice of Privacy Practices is attached to the end of this BAA. Any changes in the Covered Entities' website: https://www.dhhs.nh.gov/oos/hipaa/publications.htm

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 General Provisions (P-37 of the Agreement, the

DS DE

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Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the BAA. 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, Laws, and Regulatory References. All terms and regulations used herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this BAA to a Section in HIPAA or 42 CFR Part 2, 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 BAA, from time to time as is necessary for Covered Entity and the Business Associate to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, 42 CFR Part 2, 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 and Business Associate to comply with HIPAA and 42 CFR Part 2.

e. Segregation. If any term or condition of this BAA 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 BAA I are declared severable.

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

Contractor Initials DS DE

Date 2/11/2022

New Hampshire Department of Health and Human Services

Exhibit I – Amendment #1

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

Department of Health and Human Services	South Eastern NH Alcohol & Drug Abuse Services
The State	Name of the Contractor
DocuSigned by: Katja S. Fox ED9D03B04C63442...	Denise Elwart 2EE68E0BC0394EA...
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Denise Elwart
Name of Authorized Representative	Name of Authorized Representative
Director	Executive Director
Title of Authorized Representative	Title of Authorized Representative
2/11/2022	2/11/2022
Date	Date

DS
DE
Contractor Initials _____

2/11/2022
Date _____

New Hampshire of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

Exhibit L – Amendment #1

Sample

ASAM END USER LICENSE AGREEMENT

This End User License Agreement ("EULA") is made this _____ by the undersigned provider ("ELIGIBLE PROVIDER") with the American Society of Addiction Medicine ("LICENSOR") with offices at 11400 Rockville Pike Suite 200, Rockville, MD 20852 and <PUBLIC ENTITY NAME> ("LICENSEE") with offices at <PUBLIC ENTITY OFFICE LOCATION>. Capitalized terms not defined herein shall have the meanings as set forth in the Agreement.

WHEREAS, LICENSOR and LICENSEE entered into the Public Entity Permission Agreement ("Agreement") on [DATE];

WHEREAS, ELIGIBLE PROVIDER desires to be subject to a non-transferrable sub-licensee to use the WORK pursuant to the terms of the Agreement; and

WHEREAS, ELIGIBLE PROVIDER desires to be subject to the Agreement; and

NOW THEREFORE, in order to be legally bound, and for good and valuable consideration, which is hereby acknowledged, ELIGIBLE PROVIDER elects as follows:

1. ELIGIBLE PROVIDER hereby agrees to participate, comply and be bound by the terms of the Agreement. ELIGIBLE PROVIDER represents that it has reviewed the Agreement attached hereto which is made a part of and incorporated herein.

2. ELIGIBLE PROVIDER shall be permitted to describe, characterize, market, or otherwise communicate their compliance with the ASAM Criteria and delivery of specific ASAM Level(s) of Care to the extent the WORK is incorporated into state laws or policies that ELIGIBLE PROVIDER is subject to. Such communications may use plain-text versions of the ASAM trademark and The ASAM Criteria trademark, but shall not use any logo, seal, or graphic incorporating the ASAM or The ASAM Criteria trademark without separate, direct permission from ASAM. ELIGIBLE PROVIDER shall not be permitted to incorporate ASAM Criteria content in their other business operations, including digital technology and commercial training services, unless they have a separate, direct agreement with ASAM to license the ASAM Criteria.

3. ELIGIBLE PROVIDER agrees that LICENSOR retains the right to review and approve the ELIGIBLE PROVIDER's public communications described in paragraph 2 upon request, such approval not to be unreasonably withheld, and ELIGIBLE PROVIDER agrees to make such public communications only in the form approved by LICENSOR. ELIGIBLE PROVIDER agrees to provide to LICENSOR the means to access any public communications described in paragraph 2 for the limited purpose of ensuring

compliance with this Agreement. LICENSOR agrees to notify ELIGIBLE PROVIDER of any objections to its public communications within thirty (30) business days of LICENSOR's review. If LICENSOR does not approve the public communications subject to paragraph 2, ELIGIBLE PROVIDER may redesign and/or modify them and submit to further review by LICENSOR. In the event that LICENSOR has not approved the public communications within 180 days following the initial review, the LICENSOR may terminate this EULA.

4. LICENSOR shall have the right to immediately terminate this EULA only by providing written notice of such termination to ELIGIBLE PROVIDER in the event that ELIGIBLE PROVIDER fails to abide by any of the terms and conditions of this Agreement, in the event that ELIGIBLE PROVIDER's license, contract, or other arrangement with LICENSEE terminates or expires for any reason, or in the event that ELIGIBLE PROVIDER's continued use of the WORK or operation of the OPERATIONS is reasonably determined by LICENSOR to be materially detrimental to the interests of ASAM and its members. In the event of a termination of this Agreement for any reason, all rights with respect to the WORK shall automatically revert to LICENSOR. Termination of this EULA shall be without prejudice to any rights of either party at law or equity.

5. In the event of a conflict between the terms of any other agreements between LICENSEE agreement and ELIGIBLE PROVIDER and the Agreement, the terms of the Agreement shall control as to ELIGIBLE PROVIDER's, LICENSOR's, and LICENSEE's obligations under the Agreement.

The ELIGIBLE PROVIDER hereby accepts the terms contained herein by signing below.

ELIGIBLE PROVIDER

By: _____

Print Name: _____

Title: _____

Address: _____

Email address: _____

Telephone number: _____

National Provider Identifier: _____

Date: _____

DocuSign Envelope ID: D35546B7-CCF9-40F0-A33F-17790B1303D1

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTH EASTERN NEW HAMPSHIRE ALCOHOL AND DRUG ABUSE SERVICES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 21, 1979. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **64991**

Certificate Number: **0005354197**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of April A.D. 2021.

William M. Gardner
Secretary of State

DocuSign Envelope ID: D35546B7-CCF9-40F0-A33F-17790B1303D1

CERTIFICATE OF AUTHORITY

I, Mark Kennard, 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 Southeastern NH Alcohol and Drug Abuse Service.
(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 April 24, 20 19, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Denise M. Elwart (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Southeastern NH Alcohol and Drug Abuse Service to enter into contracts or
(Name of Corporation/ LLC)
agreements with the State 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: 2/11/22

Signature of Elected Officer
Name: Mark Kennard
Title: Chair, Board of Trustees

DocuSign Envelope ID: D35546B7-CCF9-40F0-A33F-17790B1303D1

SOUTHNEW13

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/31/2021

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Gina Beaulieu	
USI Insurance Svcs, LLC 75 John Roberts Road, Building C South Portland, ME 04106 855 874-0123	PHONE (A/C, No, Ext): 855 874-0123	FAX (A/C, No): 877-775-0110
	E-MAIL ADDRESS: Gina.Beaulieu@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemnity Insurance Co.	18058
INSURED Southeastern New Hampshire Alcohol & Drug Abuse Services 272 County Farm Road Dover, NH 03820	INSURER B : National Liability & Fire Insurance Co.	20052
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			PHPK2320459	11/01/2021	11/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $20,000 $1,000,000 $3,000,000 $3,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			PHPK2320459	11/01/2021	11/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10000			PHUB783666	11/01/2021	11/01/2022	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		V9WC271632	11/01/2021	11/01/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $500,000 $500,000 $500,000
A	Professional Liability			PHPK2320459	11/01/2021	11/01/2022	$1,000,000 Each Claim $3,000,000 Aggregate	

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

Evidence of coverage.

CERTIFICATE HOLDER

State of NH
Department of Health and Human Services
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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VISION STATEMENT

SENHS is a leader among substance use disorder (SUD) programs in New Hampshire, financially sound, offering quality programming and regarded as a trusted partner in the delivery of expertise and services.

MISSION STATEMENT (Current)

SENHS provides expert addiction treatment to help and support individuals and families who are in need of substance abuse disorder services.

VALUES AND PRINCIPLES

Compassionate:	We treat our clients and staff with dignity and compassion, always striving to help them find success.
Transparent:	We conduct ourselves with an openness and honesty at all levels within the community, and among our clients, staff and board.
Trusted:	We are trusted and have credibility with all those with whom we interact.
Flexible:	We have financial stability, physical space, and adequate staffing to offer options in programs and services.
Relationships:	We value our relationships with other providers, funders, donors, volunteers and people who have gone through our programs, knowing that involving each in the work we do will only strengthen our ability to accomplish our mission.

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SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE

Consolidated Audited Financial Statements

For The Fiscal Years Ended
June 30, 2021 and 2020

PENCHANSKY & CO. PLLC
CERTIFIED PUBLIC ACCOUNTANTS

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SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE

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PENCHANSKY & CO. PLLC
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Southeastern New Hampshire
Alcohol & Drug Abuse Services and Affiliate
Dover, New Hampshire

We have audited the accompanying consolidated financial statements of Southeastern New Hampshire Alcohol & Drug Abuse Services (a nonprofit organization) and affiliate, which comprise the consolidated statements of financial position as of June 30, 2021 and 2020, and the related consolidated statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

70 Stark Street / Manchester / New Hampshire 03101 / 603-647-2400 / In Nashua 595-8600 / Fax 647-6495

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Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Southeastern New Hampshire Alcohol & Drug Abuse Services and affiliate as of June 30, 2021 and 2020, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Penchansky & Co., PLLC

Penchansky & Co., PLLC
Certified Public Accountants
Manchester, New Hampshire

August 13, 2021

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SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE
Consolidated Statements of Financial Position
As of June 30,

ASSETS

	Net Assets Without Donor Restrictions	Net Assets With Donor Restrictions	2021 Totals	2020 Totals
Current Assets:				
Cash and Cash Equivalents, Organization	$ 307,639	$ 0	$ 307,639	$ 449,277
Cash and Cash Equivalents, Affiliate	65,834	0	65,834	112,434
Total Cash and Cash Equivalents	373,473	0	373,473	561,711
Accounts Receivable, Net of Allowance for Doubtful Accounts	182,870	0	182,870	127,340
Prepaid Expenses	11,895	0	11,895	11,510
Total Current Assets	568,238	0	568,238	700,561
Fixed Assets:				
Building Improvements	931,983	0	931,983	895,166
Furniture and Equipment	121,856	0	121,856	112,734
Equipment - Capital Lease	27,300	0	27,300	23,520
Less: Accumulated Depreciation	(652,343)	0	(652,343)	(643,814)
Net Fixed Assets	428,796	0	428,796	387,606
Total Assets	**$ 997,034**	**$ 0**	**$ 997,034**	**$ 1,088,167**

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See notes and independent auditor's report

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SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE

Consolidated Statements of Financial Position

As of June 30,

LIABILITIES AND NET ASSETS

	Net Assets Without Donor Restrictions	Net Assets With Donor Restrictions	2021 Totals	2020 Totals
Current Liabilities:				
Accounts Payable	$ 11,205	$ 0	$ 11,205	$ 11,820
Accrued Expenses	10,172	0	10,172	4,318
Accrued Payroll and Taxes	120,958	0	120,958	107,167
Deferred Revenue	0	0	0	27,920
Current Portion of Long Term Liabilities	8,747	0	8,747	4,704
Total Current Liabilities	151,082	0	151,082	155,929
Long Term Liabilities:				
Note Payable	145,807	0	145,807	250,000
Capital Lease, Net of Current Portion	12,838	0	12,838	14,896
Total Long Term Liabilities	158,645	0	158,645	264,896
Total Liabilities	309,727	0	309,727	420,825
Net Assets:				
Net Assets	687,307	0	687,307	667,342
Total Liabilities and Net Assets	$ 997,034	$ 0	$ 997,034	$ 1,088,167

See notes and independent auditor's report

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SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE

Consolidated Statements of Activities and Changes in Net Assets

For The Years Ended June 30,

	Net Assets Without Donor Restrictions	Net Assets With Donor Restrictions	2021 Totals	2020 Totals
Revenues and Support:				
Client Fee	$ 1,030,580	$ 0	$ 1,030,580	$ 1,190,142
Medicaid	444,540	0	444,540	603,345
Governmental Agency Revenue	172,231	0	172,231	199,414
Contributions	167,359	0	167,359	56,851
Strafford County Commission	55,839	0	55,839	55,939
Probate	25,240	0	25,240	52,435
In-Kind Contributions	6,000	0	6,000	6,000
Net Assets Released from Restrictions:				
Satisfaction of Program Restrictions	0	0	0	0
Total Revenues and Support	1,901,789	0	1,901,789	2,164,126
Expenses:				
Program Services	1,746,808	0	1,746,808	2,006,777
Support Services	556,897	0	556,897	132,357
Total Expenses	2,303,705	0	2,303,705	2,139,134
Excess (Deficit) of Revenues and Support over Expenses	(401,916)	0	(401,916)	24,992
Other Revenues (Expenses):				
PPP Loan Forgiveness	250,000	0	250,000	0
LTCS Program	43,050	0	43,050	0
CARES Relief	27,807	0	27,807	0
CDFA COVID Grant	91,349	0	91,349	0
Legal Settlement Proceeds	8,750	0	8,750	0
Other Revenue	862	0	862	1,549
Interest and Investment Income	63	0	63	219
Total Other Revenues (Expenses)	421,881	0	421,881	1,768
Net Increase (Decrease) in Net Assets	19,965	0	19,965	26,760
Net Assets - July 1,	667,342	0	667,342	640,582
Net Assets - June 30,	**$ 687,307**	**$ 0**	**$ 687,307**	**$ 667,342**

See notes and independent auditor's report

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SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE

Consolidated Statements of Functional Expenses

For The Years Ended June 30,

	Program Services - 2021				
Expenses:	OUTPATIENT SERVICES	COMPREHENSIVE SERVICES	IMPAIRED DRIVER INTERVENTION PROGRAM	DRUG COURT PROGRAM	TOTAL PROGRAM SERVICES
Salaries and Wages	$ 98,600	$ 738,269	$ 81,982	$ 167,780	$ 1,086,631
Payroll Taxes	8,153	71,932	7,258	13,538	100,881
Employee Benefits	21,863	98,430	8,300	25,573	154,166
Rent	15,756	33,160	6,831	9,044	64,791
Utilities	9,323	35,312	7,848	9,262	61,745
Professional Fee	10,655	55,822	0	16,772	83,249
Depreciation	12,175	31,976	6,088	9,131	59,370
Food	77	34,758	0	0	34,835
House Supplies	1,012	22,902	919	1,937	26,770
Insurance	6,608	17,125	3,303	4,955	31,991
Office Expense	322	741	129	638	1,830
Supplies	419	2,455	283	562	3,719
Fees	958	0	1,959	0	2,917
Staff Development	570	3,245	3,300	2,020	9,135
Conference & Conventions	0	0	0	0	0
Travel	0	775	0	0	775
Printing & Reproduction	709	1,831	1,149	645	4,334
Client Recreation	0	885	0	0	885
Advertising	0	0	0	0	0
Equipment Rent	0	0	0	0	0
State Fee	0	850	0	0	850
Interest	0	0	0	0	0
Repairs	709	7,448	0	0	8,157
Bad Debt	0	0	0	1,027	1,027
Miscellaneous Expenses	0	0	0	0	0
Legal Settlement Expense	0	8,750	0	0	8,750
Donations In-Kind	0	0	0	0	0
Total Expenses	$ 187,909	$ 1,166,666	$ 129,349	$ 262,884	$ 1,746,808

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SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE

Consolidated Statements of Functional Expenses

For The Years Ended June 30,

	Support Services - 2021				
Expenses:	FUNDRAISING	GENERAL MANAGEMENT	TOTAL SUPPORT SERVICES	2021 TOTAL	2020 TOTAL
Salaries and Wages	$ 0	$ 432,149	$ 432,149	1,518,780	$ 1,356,056
Payroll Taxes	0	26,627	26,627	127,508	102,770
Employee Benefits	0	62,309	62,309	216,475	224,341
Rent	0	0	0	64,791	63,026
Utilities	0	585	585	62,330	60,483
Professional Fee	7,000	14,600	21,600	104,849	116,859
Depreciation	0	0	0	59,370	51,589
Food	0	368	368	35,203	42,741
House Supplies	0	1,093	1,093	27,863	28,185
Insurance	0	0	0	31,991	33,504
Office Expense	0	3,770	3,770	5,600	7,462
Supplies	882	3,860	4,742	8,461	9,444
Fees	144	350	494	3,411	4,121
Staff Development	0	670	670	9,805	7,443
Conference & Conventions	0	0	0	0	0
Travel	190	0	190	965	3,369
Printing & Reproduction	682	205	887	5,221	6,337
Client Recreation	0	0	0	885	778
Advertising	0	0	0	0	694
Equipment Rent	0	0	0	0	4,629
State Fee	0	57	57	907	857
Interest	0	1,356	1,356	1,356	374
Repairs	0	0	0	8,157	4,697
Bad Debt	0	0	0	1,027	9,375
Miscellaneous Expenses	0	0	0	0	0
Legal Settlement Expense	0	0	0	8,750	0
Donations In-Kind	0	0	0	0	0
Total Expenses	$ 8,898	$ 547,999	$ 556,897	2,303,705	$ 2,139,134

See notes and independent auditor's report

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SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE

Consolidated Statements of Cash Flows

For The Years Ended June 30,

	Net Assets Without Donor Restrictions	Net Assets With Donor Restrictions	2021 Totals	2020 Totals
Cash Flows from Operating Activities:				
Net Increase (Decrease) in Net Assets	$ 19,965	$ 0	$ 19,965	$ 26,760
Adjustments to reconcile changes in net assets to net cash provided (used) by operating activities:				
Depreciation	59,370	0	59,370	56,218
(Gain)/Loss on Disposal of Equipment	0	0	0	55
(Increase) Decrease in Accounts Receivable	(55,530)	0	(55,530)	46,118
(Increase) Decrease in Prepaid Expenses	(385)	0	(385)	(836)
Increase (Decrease) in Accounts Payable	(615)	0	(615)	(17,462)
Increase (Decrease) in Accrued Liabilities	5,854	0	5,854	(8,681)
Increase (Decrease) in Accrued Payroll	13,791	0	13,791	17,192
Increase (Decrease) in Deferred Revenue	(27,920)	0	(27,920)	(4,708)
Total Adjustments	(5,435)	0	(5,435)	87,896
Net Cash Flows Provided (Used) by Operating Activities	14,530	0	14,530	114,656
Cash Flows from Investing Activities:				
Acquisitions of Fixed Assets	(100,560)	0	(100,560)	(25,470)
Disposal of Fixed Assets	0	0	0	3487
Net Cash Flows Provided (Used) by Investing Activities	(100,560)	0	(100,560)	(21,983)
Cash Flows from Financing Activities:				
Payments on Capital Lease	(5,082)	0	(5,082)	(10,454)
Proceeds from Capital Lease	3,780		3,780	23,520
Proceeds from Note Payable	150,000	0	150,000	250,000
Payments on Note Payable	(906)		(906)	0
Forgiveness of Note Payable	(250,000)		(250,000)	0
Net Cash Flows Provided (Used) by Financing Activities	(102,208)	0	(102,208)	263,066
Net Increase (Decrease) in Cash and Cash Equivalents	(188,238)	0	(188,238)	355,739
Cash and Equivalents - July 1,	561,711	0	561,711	205,972
Cash and Equivalents - June 30,	$ 373,473	$ 0	$ 373,473	$ 561,711
Supplemental Cash Flow Information				
Cash Paid For:				
Interest	$ 1,356	$ 0	$ 1,356	$ 374
Income Taxes	$ 0	$ 0	$ 0	$ 0

See notes and independent auditor's report

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Nature of Organization & Activities:

Southeastern New Hampshire Alcohol & Drug Abuse Services (the "Organization"), is a non-profit organization formed under the laws of the State of New Hampshire in 1979, dedicated to helping people recover from addictive disorders thru programs that focus on substance use disorders as chronic, progressive, biological, psychological and social in nature.

Southeastern New Hampshire Alcohol & Drug Abuse Services Foundation (the "Affiliate"), is a non-profit organization formed under the laws of the State of New Hampshire in 2004 for the purpose to raise funds for the Organization.

Note 1 - Summary of Significant Accounting Principles:

Method of Accounting

The accompanying consolidated financial statements have been prepared using the accrual basis of accounting, in accordance with accounting principles generally accepted in the United States of America. Revenues are recorded when earned and expenses are recorded when the obligation is incurred.

Consolidation Policy

The consolidated financial statements include the accounts of Southeastern New Hampshire Alcohol & Drug Abuse Services and Southeastern New Hampshire Alcohol & Drug Abuse Services Foundation. All significant intercompany transactions are eliminated in the consolidated financial statements.

The Foundation, due to substantial control by the Organization, is consolidated in these financial statements.

Basis of Presentation

The Organization presents information regarding its financial position and activities according to Accounting Standards Update (ASU) 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities.* The amendments in this ASU make improvements to the information provided in the financial statements and notes for not-for-profit entities. In accordance with the update, the Organization reports information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

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Note 1 – Summary of Significant Accounting Principles - Continued:

Basis of Presentation – continued

Net Assets without Donor Restrictions – These net assets generally result from revenues generated by receiving contributions that have no donor restrictions, providing services, and receiving interest from operating investments, less expenses incurred in providing program related services, raising contributions, and performing administrative functions.

Net Assets with Donor Restrictions – These net assets result from gifts of cash and other assets that are received with donor stipulations that limit the use of the donated assets, either temporarily or permanently, until the donor restriction expires, that is until the stipulated time restriction ends or the purpose of the restriction is accomplished, the net assets are restricted.

Use of Estimates in the Preparation of Financial Statements

Management uses estimates and assumptions in preparing these consolidated financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could vary from the estimates that were used.

Cash and Cash Equivalents

For purposes of the consolidated statement of cash flows, the Organization considers all highly liquid deposits with maturity of three months or less to be cash and/or cash equivalents.

Income Taxes

The Organization and the Affiliate is exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code. There are no state income taxes due to the fact that the State of New Hampshire recognizes Section 501(c)(3) for exemption of organizations that are organized and operated exclusively for religious, charitable, scientific, literary, or educational purposes. The Organization's evaluation on June 30, 2021 revealed no uncertain tax positions that would have a material impact of the financial statements.

The Organization's information returns are subject to possible examination by the taxing authorities. For federal purposes the returns essentially remain open for possible examination for a period of three years after the respective filing deadlines of those returns.

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Note 1 – Summary of Significant Accounting Principles - Continued:

Fixed Assets

Property and equipment are carried at cost and donations of property and equipment are recorded as support at fair value at the time of the gift. Acquisitions of property and equipment in excess of $1,500 that meet the capitalization requirements are capitalized. Depreciation is computed using the straight-line method based on the assets' estimated useful lives. When assets are retired or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts, and any resulting gain or loss is recognized. The cost of maintenance and repairs is charged to operations as incurred; significant renewals and betterments are capitalized. The breakdown of assets relevant to useful life is as follows:

Description	Method	Life
Furniture and Fixtures	Straight-Line	5-7 years
Equipment	Straight-Line	3-5 years
Buildings and Improvements	Straight-Line	5-39 years

Accounts Receivable

Accounts receivable are reported at net realizable value. Net realizable value is equal to the gross amount of receivables less an estimated allowance for uncollectible accounts. The Organization determines an allowance for doubtful accounts based on historical experience and assessment and review of subsequent collections. The balance for allowance for doubtful accounts at June 30, 2021 and 2020 is $8,677 and $8,958, respectively.

Contributions with Donor Restrictions

The Organization's policy is to report contributions with donor restrictions that are met in the same reporting period, as contributions without donor restrictions, since under said circumstances, there is no effect to reported net assets with donor restrictions.

Advertising

The Organization follows the policy of charging the costs of advertising to expense as they are incurred. Advertising expenses were $0 and $694 for the year ended June 30, 2021 and 2020.

Functional Allocation of Expenses

The costs of the Organization's programs and supporting services have been reported on a functional basis in the Statement of Functional Expenses. Expenses are charged to each program based on direct expenses incurred. Any program expenses not directly chargeable to a program are allocated based on prescribed indirect cost allocation.

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Note 1 – Summary of Significant Accounting Principles - Continued:

New Accounting Pronouncements

Topic 606

The Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers (Topic 606).* The core principle of ASU 2014-09 is to recognize revenue when the promised goods or services due are transferred to customers in an amount that reflects the consideration that is expected to be received for those goods or services. FASB issued a limited deferral of the effective date to implement the ASU for one year, for years beginning after December 15, 2020. Management will be evaluating the potential impact the pronouncement will have on the financial statements, if any.

Topic 842

The Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2016-02, *Leases, (Topic 842).* This new standard amends a number of aspects of lease accounting, including requiring lessees to recognize operating leases with a term greater than one year on their balance sheet as a right-of-use asset and a corresponding lease liability. This standard is effective for the company for the year beginning December 15, 2022. Management will be evaluating the potential impact the pronouncement will have on the financial statements, if any.

Note 2 – Capital Lease:

At June 30, 2021, the Organization leased a copier with a total value of $3,780 under a five year noncancelable lease. The minimum lease payments are scheduled to be $123 per month, consisting of monthly lease payment of $63 per month and service agreement of $60 per month. The interest rate is 0%.

The future minimum lease payments at June 30, 2020 and for future years are as follows:

For The Fiscal Years Ended June 30,		Capital Lease Payable
2022	$	756
2023		756
2024		756
2025		756
2026		378
Totals	**$**	**3,402**

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Note 2 – Capital Lease - Continued:

At June 30, 2020, the Organization leased two copiers with a total value of $23,520 under a five year noncancelable lease. The minimum lease payments are scheduled to be $668 per month, consisting of monthly lease payment of $392 per month and service agreement of $276 per month. The interest rate is 0%.

The future minimum lease payments at June 30, 2021 and for future years are as follows:

For The Fiscal Years Ended June 30,		Capital Lease Payable
2022	$	4,704
2023		4,704
2024		4,704
2025		784
Totals	**$**	**14,896**

Note 3 – Operating Lease:

The Organization extended its rental lease until December, 2026, for certain property located in the Alms House Building at Strafford County Farm Complex. The minimum lease payments were $5,453 less a $500 donation in kind for a net lease check payment of $4,953 and $5,346 less a $500 donation in kind per month for a net lease check of $4,846, for the years ended June 30, 2021 and 2020, respectively. The rent payments are adjusted per the percentage increase of the consumer price index (CPI) in the Boston Area as of January 1 of those years, and on such other terms and conditions as the parties may agree. Rent expense for the year ended June 30, 2021 and 2020 was $64,791 and $63,026.

The future minimum lease payments at June 30, 2021 are as follows:

For The Fiscal Years Ended June 30,		Rent Expense
2022	$	65,435
2023		65,435
2024		65,435
2025		65,435
2026		32,717
Totals	**$**	**294,457**

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Note 4 – Concentrations:

Cash

The Organization maintains its bank accounts with commercial banks, which could at times exceed federally insured limits. Management considers this risk minimal.

Customers

The Organization's has one customer that represents 53% and 41% of its accounts receivable as of June 30, 2021 and 2020. The same customer represents 26% and 33% of the total income of the Organization as of June 30, 2021 and 2020, respectively.

Note 5 – In-Kind Contributions:

Donated rent, materials, equipment and essential services are reflected as contributions in the accompanying consolidated financial statements at fair market value, at the date of the donation. The Organization also adopted a policy to record an in-kind donation for food procured at a below market rate from another non-profit organization. These transactions have been recorded as follows.

	2021	2020
Donated rent, materials, equipment and food	$ 6,000	$ 6,000

Note 6 – Deferred Revenue:

The Organization has an agreement with Strafford County Commissioners to provide and employ an intensive outpatient counselor to the Drug Treatment Court, with which the county will pay the Organization for the salary and benefits for. The balance at June 30, 2021 and 2020 is $0 and $27,920, respectively.

Note 7 – Line of Credit:

The Organization has a revolving line of credit with a bank in the amount of $50,000. The line requires monthly interest payments on the unpaid principal balance at the rate of 1.5% over the bank's stated rate. The line of credit is secured by a security interest in all business assets. At June 30, 2021 and 2020, the outstanding balances were $0.

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Note 8 – Note Payable:

Paycheck Protection Program Loan ("PPP Loan")

On April 27, 2020, the Organization received loan proceeds in the amount of $250,000 under the Paycheck Protection Program ("PPP"). The PPP, established as part of the Coronavirus Aid, Relief and Economic Security Act ("CARES Act"), provides for loans to qualifying organizations for amounts up to 2.5 times of the average monthly payroll expenses of the business. The loans and accrued interest are forgivable after eight weeks as long as the borrower uses the loan proceeds for eligible purposes, including payroll, benefits, rent and utilities, and maintains its payroll levels. The amount of loan forgiveness will be reduced if the borrower terminated employees or reduces salaries during the eight-week period.

The Organization received loan forgiveness on May 26, 2021.

EIDL Loan

On March 3, 2021, the Organization executed the standard loan documents required for securing the EIDL Loan from the United States Small Business Administration under the Economic Injury Disaster Loan assistance program in light of the impact of the COVID-19 pandemic. The principal amount of the EIDL Loan is $150,000, with proceeds to be used for working capital needs. Interest on the loan accrued at the rate of 2.75% per annum and installment payments, including principal and interest, are due monthly at $641 per month. The balance of the principal and interest is payable thirty years from the date of the promissory note.

The future minimum note payments at June 30, 2021 are as follows:

For The Fiscal Years Ended June 30,		Note Payment
2022	$	3,287
2023		3,378
2024		3,472
2025		3,569
2026		3,668
Thereafter		131,819
Totals	**$**	**149,193**

Note 9 – Compensated Absences:

Compensated absences are granted based on a vesting schedule of time of employment and employment status. The amount at June 30, 2021 and 2020 totaled $44,007 and $42,812.

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Note 10 – Employee Retirement Plan:

All employees of the Organization who have completed minimum service requirements are eligible to participate in the tax sheltered annuity plan qualified under section 403(b) of the Internal Revenue Code. Participants in the Plan are eligible to contribute amounts up to the maximum allowed by law on an annual basis. In addition, the Organization may make non-elective contributions as defined by the plan. Plan expenses for the year ending June 30, 2021 and 2020 were $19,856 and $23,553, respectively.

Note 11 – Reclassifications:

Certain reclassifications have been made to the 2021 and 2020 consolidated financial statement presentations to correspond to the current year's format. Total net assets and changes in net assets are unchanged due to these reclassifications.

Note 12 – Liquidity and Availability of Financial Assets:

The Organization's primary source of revenue is from program revenues, consisting of client fees and local and federal funding. As shown on the face of the financial statement, and summarized below, all of the Organization's financial assets are available within one year and are free of donor restrictions.

Financial assets available within one year and free of donor restrictions as of June 30, 2021:

Cash & Cash Equivalents, Organization	$	307,639
Cash & Cash Equivalents, Affiliate		65,834
Accounts Receivable		182,870
Total financial assets available to meet cash needs for expenses within one year	**$**	**556,343**

Financial assets available within one year and free of donor restrictions as of June 30, 2020:

Cash & Cash Equivalents, Organization	$	449,277
Cash & Cash Equivalents, Affiliate		112,246
Accounts Receivable		127,340
Total financial assets available to meet cash needs for expenses within one year	**$**	**688,863**

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Note 13 – Subsequent Events:

Subsequent to the Organization's year end, the Organization dissolved the Southeastern New Hampshire Alcohol & Drug Abuse Services Foundation, which was responsible for fundraising.

Subsequent events have been evaluated thru August 13, 2021, which is the date the financial statements were available to be issued. Aside from the following, management asserts that there are no events which meet the criteria for disclosure.

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Southeastern NH Alcohol and Drug Abuse Services
Board of Trustees

Name of Board Member	Member Effective Date	Title of Board Member
Kevin MacLeod	Jun-81	Trustee
Francis Cassidy	Jan-82	Trustee
William Webb	Mar-97	Trustee
Dr. Lawrence Kane	Sep-00	Vice-chair
Alec McEachern	Jul-10	Trustee
Sr. Helene Higgins	Aug-18	Secretary
Mark Kennard	Aug-18	Chair and Treasurer
Christi Green	Jul-19	Trustee
Christopher Roundy	Oct-19	Trustee
Joh Cheyne	Sep-20	Trustee
Susan Martinen	Oct-20	Trustee

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DENISE M. ELWART

EDUCATION

Master of Business Administration, University of Michigan. Flint, MI. *High Distinction.* August 2008
Associate of Business, Accounting/CPA Exam Preparation, Lansing Community College. Lansing, MI. *Summa cum laude.* May 2002
Bachelor of Science, Medical Technology, Michigan State University. East Lansing, MI. June 1990

ACCOUNTING AND BUSINESS EXPERIENCE

Executive Director, Southeastern NH Services — Dover, NH Oct 2017 – present

- Implements the policies of the Board of Trustees and is the primary interpreter of those policies both inside and outside the organization.
- Reports monthly to the Board informing them of program and staff operations. Provides the Board with recommendations for policy decisions as required.
- Responsible for compliance with all federal, state and local laws/codes pertaining to programs and facility operations.
- Establish accounting systems and practices to ensure GAAP compliance.
- Responsible for day-to-day financial requirements including budgeting, reporting and analysis.
- Prepare and submit required payroll tax forms, license renewals, insurance credentialing and other government and agency required forms.
- Oversee human resources including new hires, terminations, discipline, annual reviews and benefits.
- Oversee building and maintenance.
- Started as Controller. Promoted to Finance Director in Aug 2018, Operations Director in Apr 2019, and Executive Director Oct 2020

Business Administrator, Michigan State University. — East Lansing, MI June 2011 – May 2017

- Fiscal officer for Department of Physiology. Review departmental financial statements and approve department expenditures. Develop budgets and assist in raise process.
- Grant administrator. Approve grant proposals. Post-award administration of grants. Approve expenditures, review financial statements, effort reports and final financial reports to agencies.
- Reconcile and approve procurement card purchases.
- Track capital assets for department, including tagging of new assets, disposal of assets and annual inventory of assets.
- Supervised five employees.
- Completed MSU certificate in Finance Administration in April 2012.
- Completed MSU certificate in Research Administration in December 2012.
- Promoted from a level 11 to a level 13 in July, 2012.

Senior Accountant. Sparrow Health System. — Lansing, MI. Sep 2003 – June 2011

- Primary accountant for two for-profit subsidiaries: Sparrow Regional Medical Supply & Pharmacy, a chain of five stores, and the Courtside Grill, a small restaurant. Prepared journal entries, financial statements, and reconciliations.Assisted with accounting function for four other subsidiaries, including the consolidation of financial reports.
- Assisted with preparation of federal, state and local income taxes, as well as sales tax and personal property tax forms.
- Responsible for the initial set up and testing of the asset management system module in Lawson. Set up four related entities on the Lawson accounting system.
- Promoted to Senior Accountant in October, 2008.

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LAURIE MEEHAN

CAREER OBJECTIVE

To utilize social work skills to benefit children, adults and families in need of support through appropriate human services programs.

SUMMARY

Dedicated and skilled professional with over twenty years of diverse experience in social work, combined with solid academic credentials. Ability to communicate effectively with clients and motivate them toward change. Effectively locate and utilize resources from municipal, state, federal and social organizations.

EXPERIENCE

Clinical Director 10/2019- present
Southeastern NH Alcohol and Drug Services

- Direct supervision of agency clinical programs and personnel in the residential and outpatient programs.
- Provide supervision for MLADC and LADC candidates
- Provide leadership to the clinical interdisciplinary team consistent with ASAM guidelines and level of care criteria.
- Ensure Quality assurance in the maintenance of accurate, complete, timely and high-quality documentation and data collection to meet best practice clinical standards that comply with program policies and procedures, payer requirements and external regulatory standards including electronic (WITS) and paper records.
- Willing to provide one-on-one counseling with clients and or facilitate/lead therapeutic group sessions using Evidence Based Practices, as needed.
- Maintain compliance with federal, state, and local regulations.
- Work closely with Intake Coordinator and Billing Department on all billing information and payments for patients.
- Assist with grant and proposal writing.
- Oversee screening, training, and supervision of existing and new staff to promote, develop and build an effective organization.
- Expand working relationship with organizations, service providers, and other agencies that provide client referrals.

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- Assists in preparation of annual operating budget with the Operations Director.
- Assists in the development and implementation of internal policies and procedures.
- Any other duties as assigned by the Board of Trustees.

FOR Women IOP Counselor 10/2014- Present
SOUTHEASTERN NH SERVICES, DOVER, NH

- Responsible for developing and maintaining all clinical records for IOP patients.
- Provide 1:1 and group counseling using Evidence Based Practices and Matrix Model.
- Facilitate and lead therapeutic group sessions.
- Development and update client treatment plans.
- Document all progress notes, treatment notes, etc. in WITS daily.

Addiction Recovery Center Counselor 2003 – 10/2014
SOUTHEASTERN NEW HAMPSHIRE SERVICES, DOVER, NH

Hired to work in the six week residential treatment program. Duties include individual counseling, lecturing, facilitating group therapy, facilitating the family education program on Sundays.

TRANSITIONAL HOUSING DIRECTOR, 1997 TO 2003
MY FRIEND'S PLACE, DOVER, NH

Hired to develop program for transitioning homeless families into community-based housing (program sponsors residents in six apartments within the local community). Provide family case management and work with heads of households to resolve problems that could impede their readjustment. Coordinate all services and resources that the families require. Provide counseling, referrals and transportation. Oversee property management of sponsored apartments. Communicate with and track families throughout the process to maintain their progression toward independence. Provide grant administration including defending the HUD grant before the HUD Administration.

- Worked with 15 families in the past year; majority of cases handled over the years are now successfully maintaining independent housing.

CASE MANAGER/RESIDENT MANAGER, SEPTEMBER 1994 TO SEPTEMBER 1997
MY FRIEND'S PLACE, DOVER, NH

Conducted assessments and/or arranged referrals, provided crisis intervention and outreach services for single parent families, facilitated groups including therapeutic, educational and mutual aid. Networked within the community to develop positive relationships.

- Assisted in creating a grant proposal for transitional housing for single homeless women

COUNSELOR/VOLUNTEER COORDINATOR, SEPTEMBER 1996 TO MAY 1997
NEW HAMPSHIRE HOUSING AUTHORITY RE-EDUCATION AND ASSISTANCE PROGRAM, ROCHESTER, NH

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Provided substance abuse education and counseling for elderly population. Developed and facilitated a support group for elderly residents of subsidized housing. Recruited, trained and supervised volunteers to provide peer support.

- Assisted in the development of a conference on intergenerational issues

EMPLOYMENT COORDINATOR, 1993 TO 1995
A.G.A.P.E (AGENCY GIVING ALTERNATIVES FOR PERMANENT EMPLOYMENT), MARBURY, NH

Conducted assessments to determine vocational placements for developmentally disabled individuals. Collaborated with NH Vocational Rehabilitation to develop appropriate placement plans. Educated employers regarding the individual needs of the developmentally disabled population.

- Educated employers regarding the individual needs of the developmentally disabled population.

ALLOCATIONS COMMITTEE MEMBER, 1994
Greater Seacoast United Way, Portsmouth, NH

RAPE CRISIS COUNSELOR, 1993
Sexual Assault Support Services, Portsmouth, NH

LICENSE

Masters License Drug and Alcohol Counselor NH 2018
License Number 0591

Licensed Drug and Alcohol Counselor NH 2015

EDUCATION

M.S.W., MAY 1997
University of New England Graduate School of Social Work, Biddeford, ME

B.S., MAJOR IN BEHAVIORAL SCIENCE, MAY 1993
University of New Hampshire, Durham, NH

REFERENCES AVAILABLE UPON REQUEST

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CONTRACTOR NAME

Key Personnel

Name	Job Title	Annual Salary	% Paid from this Contract	Amount Paid from this Contract
Denise Elwart	Executive Director	$95,000	10%	$9,499
Laurie Meehan	Clinical Director	$89,107	10%	$8,911

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

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

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

September 15, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into contracts with the Contractors listed below in an amount not to exceed $11,475,254 for Substance Use Disorder Treatment and Recovery Support Services, with the option to renew for up to four (4) additional years, effective upon Governor and Council approval through September 29, 2023. 66.56% Federal Funds. 14.00% General Funds. 19.44% Other Funds (Governor's Commission).

Contractor Name	Vendor Code	Area Served	Contract Amount
Belonging Medical Group, PLLC	334662-B001	Statewide	$562,794
Bridge Street Recovery, LLC	341988-B001	Statewide	$1,261,744
The Cheshire Medical Center	155405-B001	Statewide	$413,728
Dismas Home of New Hampshire, Inc.	290061-B001	Statewide	$651,316
FIT/NHNH, Inc.	157730-B001	Statewide	$2,216,432
Grafton County New Hampshire	177397-B003	Statewide	$464,325
Headrest	175226-B001	Statewide	$527,907
Hope on Haven Hill, Inc.	275119-B001	Statewide	$781,009
Manchester Alcoholism Rehabilitation Center	177204-B001	Statewide	$3,801,533
South Eastern New Hampshire Alcohol and Drug Abuse Services	155292-B001	Statewide	$794,466
		Total:	**$11,475,254**

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Funds are available in the following accounts for State Fiscal Years 2022 and 2023, and are anticipated to be available in State Fiscal Year 2024, 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.

See attached fiscal details.

EXPLANATION

The purpose of this request is to provide Substance Use Disorder Treatment and Recovery Supports Services statewide to New Hampshire residents who have income below 400% of the Federal Poverty Level, and are uninsured or underinsured.

The Contractors will provide statewide access to an array of treatment services, including individual and group outpatient services; intensive outpatient services; partial hospitalization; ambulatory withdrawal management services; transitional living services; high and low intensity residential treatment services; specialty residential services; and integrated medication assisted treatment. The Contractors will ensure individuals with a substance use disorder receive the appropriate type of treatment and have access to continued and expanded levels of care, which will increase the ability of individuals to achieve and maintain recovery. The Contractors will also assist eligible individuals with enrolling in Medicaid while receiving treatment, and the Department will serve as the payer of last resort.

Approximately 7,000 individuals will receive services over the next two years.

The Department will monitor services through monthly, quarterly, and annual reporting to ensure the Contractors:

- Provide services that reduce the negative impacts of substance misuse.
- Make continuing care, transfer and discharge decisions based on American Society of Addiction Medicine (ASAM) criteria.
- Treat individuals using Evidence Based Practices and follow best practices.
- Achieve initiation, engagement, and retention goals as required by the Department.

The Department selected the Contractors through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from July 20, 2021 through August 19, 2021. The Department received twelve (12) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached. This request represents ten (10) of twelve (12) contracts for Substance Use Disorder Treatment and Recovery Supports Services. The Department anticipates presenting two (2) additional contracts at a future Governor and Executive Council meeting for approval.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions of the attached agreements, the parties have the option to extend the agreements 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, individuals in need of Substance Use Disorder Treatment and Recovery Supports Services may not receive the treatment, tools, and education required to enhance and sustain recovery that, in some cases, prevents untimely deaths.

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Source of Federal Funds: Substance Abuse Prevention and Treatment Block Grant, CFDA 93.959 FAIN TI083464 and State Opioid Response Grant, CFDA # 93.788, FAIN TI083326.

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

Respectfully submitted,

DocuSigned by:
Lori A. Weaver
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Lori A. Shibinette
Commissioner

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

Belonging Medical Group 334662-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$69,199
2023	102-500731	Contracts for Prog Svc	$89,961
2024	102-500731	Contracts for Prog Svc	$21,261
Sub-total			$180,421

Bridge Street Recovery, LLC 341988-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$136,979
2023	102-500731	Contracts for Prog Svc	$188,928
2024	102-500731	Contracts for Prog Svc	$40,498
Sub-total			$366,405

Center/Dartmouth Hitchcock Keene 155405-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$60,015
2023	102-500731	Contracts for Prog Svc	$59,496
2024	102-500731	Contracts for Prog Svc	$13,122
Sub-total			$132,633

CC of Nashua/Greater Nashua Mental Health | 154112-B001 | PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$0
2023	102-500731	Contracts for Prog Svc	$0
2024	102-500731	Contracts for Prog Svc	$0
Sub-total			$0

Dismas Home | 290061-B001 | PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$43,044
2023	102-500731	Contracts for Prog Svc	$62,909
2024	102-500731	Contracts for Prog Svc	$13,981
Sub-total			$119,934

Families in Transition | 157730-B001 | PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$196,022
2023	102-500731	Contracts for Prog Svc	$271,691
2024	102-500731	Contracts for Prog Svc	$58,106
Sub-total			$525,818

Grafton Cty 177397-B003 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$64,632
2023	102-500731	Contracts for Prog Svc	$69,395
2024	102-500731	Contracts for Prog Svc	$14,827
Sub-total			$148,854

Harbor Care 166574-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$0
2023	102-500731	Contracts for Prog Svc	$0
2024	102-500731	Contracts for Prog Svc	$0
Sub-total			$0

Headrest, Inc. 175226-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$26,063
2023	102-500731	Contracts for Prog Svc	$43,918
2024	102-500731	Contracts for Prog Svc	$10,390
Sub-total			$80,372

Hope on Haven Hill 275119-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$49,152
2023	102-500731	Contracts for Prog Svc	$51,320
2024	102-500731	Contracts for Prog Svc	$10,965
Sub-total			$111,437

Manchester Alcohol Rehab Center, Easter Seals, Farnum Center 177204-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$166,941
2023	102-500731	Contracts for Prog Svc	$234,977
2024	102-500731	Contracts for Prog Svc	$50,208
Sub-total			$452,125

Southeastern NH Alcohol & Drug Abuse Services 155292-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$34,142
2023	102-500731	Contracts for Prog Svc	$36,020
2024	102-500731	Contracts for Prog Svc	$7,696
Sub-total			$77,858
SUB TOTAL GOV COMM			$2,195,857

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (66% FEDERAL FUNDS 34% GENERAL FUNDS)

Belonging Medical Group

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$146,657
2023	102-500731	Contracts for Prog Svc	$190,658
2024	102-500731	Contracts for Prog Svc	$45,059
Sub-total			$382,373

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$290,305
2023	102-500731	Contracts for Prog Svc	$400,404
2024	102-500731	Contracts for Prog Svc	$85,829
Sub-total			$776,539

Center/Dartmouth Hitchcock Keene

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$127,193
2023	102-500731	Contracts for Prog Svc	$126,092
2024	102-500731	Contracts for Prog Svc	$27,811
Sub-total			$281,095

CC of Nashua/Greater Nashua
Mental Health

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$0
2023	102-500731	Contracts for Prog Svc	$0
2024	102-500731	Contracts for Prog Svc	$0
Sub-total			$0

Dismas Home

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$91,226
2023	102-500731	Contracts for Prog Svc	$133,325
2024	102-500731	Contracts for Prog Svc	$29,631
Sub-total			$254,182

Families in Transition

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$415,437
2023	102-500731	Contracts for Prog Svc	$575,805
2024	102-500731	Contracts for Prog Svc	$123,147
Sub-total			$1,114,389

Grafton Cty

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$136,977
2023	102-500731	Contracts for Prog Svc	$147,071
2024	102-500731	Contracts for Prog Svc	$31,424
Sub-total			$315,471

Harbor Care

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$0
2023	102-500731	Contracts for Prog Svc	$0
2024	102-500731	Contracts for Prog Svc	$0
Sub-total			$0

Headrest, Inc.

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$55,237
2023	102-500731	Contracts for Prog Svc	$93,078
2024	102-500731	Contracts for Prog Svc	$22,021
Sub-total			$170,335

Hope on Haven Hill

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$104,169
2023	102-500731	Contracts for Prog Svc	$108,764
2024	102-500731	Contracts for Prog Svc	$23,239
Sub-total			$236,172

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Manchester Alcohol Rehab Center,
Easter Seals, Farnum Center

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$353,805
2023	102-500731	Contracts for Prog Svc	$497,996
2024	102-500731	Contracts for Prog Svc	$106,407
Sub-total			$958,208

Southeastern NH Alcohol & Drug
Abuse Services

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$72,359
2023	102-500731	Contracts for Prog Svc	$76,338
2024	102-500731	Contracts for Prog Svc	$16,311
Sub-total			$165,008
SUB TOTAL CLINICAL			$4,653,772

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% FEDERAL FUNDS) funding ends 9/29/22.

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$88,800
2023	102-500731	Contracts for Prog Svc	$30,000
Sub-total			$118,800

Dismas Home

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$207,200
2023	102-500731	Contracts for Prog Svc	$70,000
Sub-total			$277,200

Families in Transition

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$432,900
2023	102-500731	Contracts for Prog Svc	$143,325
Sub-total			$576,225

Harbor Care

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$0
2023	102-500731	Contracts for Prog Svc	$0
Sub-total			$0

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Headrest, Inc.

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$207,200
2023	102-500731	Contracts for Prog Svc	$70,000
Sub-total			$277,200

Hope on Haven Hill

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$325,600
2023	102-500731	Contracts for Prog Svc	$107,800
Sub-total			$433,400

Manchester Alcohol Rehab Center, Easter Seals, Farnum Center

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$1,793,400
2023	102-500731	Contracts for Prog Svc	$597,800
Sub-total			$2,391,200

Southeastern NH Alcohol & Drug Abuse Services

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$414,400
2023	102-500731	Contracts for Prog Svc	$137,200
Sub-total			$551,600
SUB TOTAL SOR			$4,625,625
Grand Total All			$11,476,254

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New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RFP-2022-BDAS-01-SUBST

Project Title Substance Use Disorder Treatment and Recovery Support Services

	Maximum Points Available	Belonging Medical Group, PLLC	Bridge Street Recovery, LLC	Cheshire Medical Center	Dismas Home of New Hampshire, Inc.	Manchester Alcoholism Rehabiltation Center	FIT/NHNH, Inc.	Grafton County New Hampshire	Community Council of Nashua, N.H. d/b/a Greater Nashua Mental Health	Harbor Home	Headrest	Hope on Haven Hill, Inc.	South Eastern New Hampshire Alcohol & Drug Abuse Services
Technical													
Qualifications (Q1)	50	40	25	47	37	50	50	43	48	50	50	50	50
Experience (Q2)	50	45	25	48	35	45	50	45	50	50	50	45	48
ASAM (Q3)	20	20	11	8	20	15	20	10	20	20	9	20	20
Knowledge (Q4)	20	20	13	5	20	13	20	15	20	20	10	20	18
Samples (Q5)	30	15	7	8	23	21	14	21	12	8	7	14	8
Collaboration & Wraparound (Q6)	45	45	25	15	45	24	45	37	40	45	40	40	20
Staffing Plan (Q7)	15	13	13	4	10	12	13	13	13	13	10	14	4
Subtotal - Technical	**230**	**198**	**119**	**135**	**190**	**180**	**212**	**184**	**203**	**206**	**176**	**203**	**168**
Cost													
4.2.1.1. Budget Sheet	70	63	30	63	63	48	60	63	60	68	58	65	62
4.2.1.2. Staff List	30	25	29	25	25	28	28	30	25	25	28	30	28
Subtotal - Cost	**100**	**88**	**59**	**88**	**88**	**76**	**88**	**93**	**85**	**93**	**86**	**95**	**90**
TOTAL POINTS	**330**	**286**	**178**	**223**	**278**	**256**	**300**	**277**	**288**	**299**	**262**	**298**	**258**

	Reviewer Name	Title
1	Sara Cleveland	
2	Paula Holigan	
3	Laurie Heath	
4		
5		

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Subject: Substance Use Disorder Treatment and Recovery Support Services (RFP-2022-BDAS-01-SUBST-12)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name South Eastern New Hampshire Alcohol and Drug Abuse Services		1.4 Contractor Address 272 County Farm Rd. Dover, NH 03820	
1.5 Contractor Phone Number (603) 516-8160	1.6 Account Number 010-95-92-920510-33820000 010-95-92-920510-33840000 010-95-92-920510-70400000	1.7 Completion Date September 29, 2023	1.8 Price Limitation $794,466
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: Denise Elwart 2F568B0BC0394EA... Date: 9/13/2021		1.12 Name and Title of Contractor Signatory Denise Elwart Executive Director	
1.13 State Agency Signature DocuSigned by: Katja Fox ED8D05B04C03412... Date: 9/14/2021		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: J. Christopher Marshall D5BD468E80D4403... On: 9/14/2021			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS DE
Date 9/13/2021

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.

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Date 9/13/2021

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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 omissions of the

Contractor Initials DE

Date 9/13/2021

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.

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Contractor Initials DE

Date 9/13/2021

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

EXHIBIT A

Revisions to Standard Agreement 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 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.

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall provide Substance Use Disorder (SUD) Treatment and Recovery Support Services that assist individuals with:

1.1.1. Stopping or reducing substance misuse;

1.1.2. Improving physical and mental health and social function; and

1.1.3. Reducing risk for recurrence of substance misuse.

1.2. Resiliency and Recovery Oriented Systems of Care (RROSC)

1.2.1. The Contractor shall ensure SUD Treatment and Recovery Support Services are available to eligible individuals, regardless of where the individual lives or works in New Hampshire. The Contractor shall:

1.2.1.1. Provide treatment services that support the RROSC by operationalizing the Continuum of Care Model.

1.2.1.2. Ensure all services:

1.2.1.2.1. Focus on strengths and resilience of individuals and families;

1.2.1.2.2. Are culturally sensitive and relevant to the diversity of individuals served;

1.2.1.2.3. Promote person-centered and self-directed approaches to care; and

1.2.1.2.4. Are trauma informed and designed to acknowledge the impact of violence and trauma on individuals' lives and the importance of addressing trauma in treatment.

1.3. The Contractor shall comply with all requirements in Exhibit B-1, Operational Requirements, as applicable.

1.4. For the purposes of this agreement, all references to business days shall mean Monday through Friday and excluding state and federal holidays.

1.5. For the purposes of this agreement, all references to calendar days shall mean Monday through Sunday, including state and federal holidays.

1.6. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8:00 AM to 5:00 PM, excluding state and federal holidays.

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B

2. Population Served

2.1. The Contractor shall provide services to individuals who:

2.1.1. Have income below 400% of the Federal Poverty Level;

2.1.2. Are residents of New Hampshire or experiencing homelessness in New Hampshire; and

2.1.3. Are determined positive for SUD with a clinical diagnosis by a Licensed or Unlicensed Counselor.

2.2. The Contractor shall ensure consent for services is obtained prior to providing services, in accordance with 42 CFR Part 2, from:

2.2.1. The individuals who are aged 12 years and older; or

2.2.2. The parent or legal guarding of an individual who is less than 12 years of age.

2.3. The Contractor shall ensure individuals under 18 years of age are not denied services due to:

2.3.1. The parent's inability and/or unwillingness to pay the fee(s); or

2.3.2. The minor's decision to receive confidential services pursuant to New Hampshire Revised Statutes Annotated (RSA) 318-B:12-a.

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

2.4.1. Receive Medication Assisted Treatment (MAT) services from other providers, including the individual's primary care provider;

2.4.2. Have co-occurring mental health disorders; or

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

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

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

2.5.1.1. Contact with the Doorway of the individual's choice to connect the individual with SUD treatment services and document actions taken;

2.5.1.2. Assist individuals who refuse referral services offered through the Doorway with identifying alternative providers and

accessing services with these providers, which includes referrals for prenatal care and actively reaching out to identify providers on the behalf of the individual; and

2.5.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor's agency or an alternative provider. The Contractor shall ensure interim services include:

2.5.1.3.1. A minimum of one 60-minute individual or group outpatient session per week or;

2.5.1.3.2. Recovery support services as needed by the individual; or

2.5.1.3.3. Daily calls to the individual to assess and respond to any emergent needs.

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

2.5.3. Individuals with a history of injection drug use, including the provision of interim services within 14 days. If the Contractor is unable to admit an individual with a history of injection drug use within 14 days of the individual applying for services, the Contractor shall provide and document interim services until the appropriate level of care becomes available at either the Contractor's agency or an alternative provider.

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

2.5.5. Individuals with current Opioid Use Disorders or Stimulant Use Disorders;

2.5.6. Veterans with SUD;

2.5.7. Individuals with SUD who are involved with the criminal justice and/or child protection system; and

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

3. Scope of Services

3.1. Clinical Services

3.1.1. The Contractor shall adhere to a clinical care manual that includes policies and procedures related to all clinical services provided.

3.1.2. The Contractor shall develop and implement written policies and procedures governing its operation and all services provided through

this Agreement. The Contractor shall ensure staff are trained on all policies and procedures, which are reviewed and revised annually.

3.1.3. The Contractor shall provide the following SUD treatment services to eligible individuals:

3.1.3.1. The Contractor shall provide Individual Outpatient Treatment as defined as American Society of Addiction Medicine **(ASAM) Criteria, Level 1**. The Contractor shall ensure outpatient treatment services assist individuals achieve treatment objectives through the exploration of SUDs and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision-making with regard to alcohol and other drug related problems.

3.1.3.2. The Contractor shall provide Group Outpatient Treatment as defined as **ASAM Criteria, Level 1**. The Contractor shall ensure outpatient treatment services assist a group of individuals achieve treatment objectives through the exploration of SUDs and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

3.1.3.3. The Contractor shall provide Intensive Outpatient Treatment as defined as **ASAM Criteria, Level 2.1**. The Contractor shall ensure:

3.1.3.3.1. Intensive outpatient treatment services provide intensive and structured individual and group SUD treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services;

3.1.3.3.2. Services for adults are provided for a minimum of (9) hours a week; and

3.1.3.3.3. Services for adolescents are provided for a minimum of six (6) hours a week.

3.1.3.4. The Contractor shall provide Low-Intensity Residential Treatment as defined as **ASAM Criteria, Level 3.1** for adults. The Contractor shall ensure low-intensity residential treatment services:

3.1.3.4.1. Support individuals who need Low-Intensity Residential Treatment services.

3.1.3.4.2. Prepare individuals to become self-sufficient within the community, which may include having adult residents who work in the community pay a portion of their room and board.

3.1.4. The Contractor shall provide clinical services separately for adolescents and adults, unless otherwise approved by the Department. The Contractor shall ensure:

3.1.4.1. Adolescents and adults do not share the same residency space; and

3.1.4.2. Communal spaces such as kitchens, group rooms, and recreation are shared at separate times.

3.1.5. The Contractor shall ensure all residential programs maintain a daily shift change log documenting significant events and client behavior of which a subsequent shift should be made aware.

3.2. Interim Services

3.2.1. The Contractor shall provide interim services to all individuals waiting for clinical services. The Contractor shall ensure Interim Services include, but are not limited to:

3.2.1.1. Counseling and education about HIV and TB, the risks of needle sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur.

3.2.1.2. Referral for HIV or TB treatment services, if necessary.

3.2.1.3. Individual and/or group counseling on the effects of alcohol and other drug use.

3.3. Infectious Diseases

3.3.1. *Oral Fluid HIV Testing*

3.3.1.1. The Contractor shall administer rapid, on-site, same-day, oral fluid HIV testing as a routine component of SUD treatment for all individuals receiving services, except in those cases where an individual is being served solely via telehealth.

3.3.1.2. If testing is not possible at the time of admission, the Contractor shall administer testing within 48 hours from admission for residential services or at the time of the second session for outpatient services.

3.3.1.3. The Contractor shall conduct an HIV/AIDS screening upon an individual's admission to treatment. The Contractor shall ensure the screening includes:

3.3.1.3.1. The provision of information;

3.3.1.3.2. Risk assessment; and

3.3.1.3.3. Intervention and risk reduction education.

3.3.1.4. In cases where oral fluid HIV testing yields a positive result, the Contractor shall:

3.3.1.4.1. Complete and submit appropriate disease reporting forms to the Department within 72 hours of preliminary diagnoses, in accordance with New Hampshire Administrative Rule He-P 301.

3.3.1.4.2. Assist the Department's Infectious Disease Prevention, Investigation and Care Services Section staff connecting with individuals for the purpose of eliciting, identifying and locating information on sexual or needle sharing partners.

3.3.1.4.3. Link individuals to medical care and counseling services.

3.3.1.5. If an individual refuses to be tested for HIV or refuses to share the results with the Contractor, the Contractor shall:

3.3.1.5.1. Confirm the individual is still eligible to receive services funded through this Agreement; and

3.3.1.5.2. Clearly document the refusal in the individual's file.

3.3.1.6. If an individual receives an HIV test from an alternate provider, the Contractor shall:

3.3.1.6.1. Clearly document the date, location and provider of the HIV test; and

3.3.1.6.2. Ensure follow-up services were provided as appropriate.

3.3.1.7. The Contractor shall ensure all State reporting requirements are met while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.

3.3.1.8. The Contractor shall report all individuals with a positive HIV result, as required by State law and in accordance with

Federal and State confidentiality requirements, including 42 CFR part 2.

3.3.2. *Tuberculosis*

3.3.2.1. The Contractor shall directly, or through arrangements with other public or non-profit private entities, routinely make the following tuberculosis services available to each individual receiving SUD treatment services:

3.3.2.1.1. Counseling with respect to TB.

3.3.2.1.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.

3.3.2.1.3. Providing for or referring the individuals infected by mycobacteria TB for appropriate medical evaluation and treatment.

3.3.2.2. The Contractor shall refer individuals, who are denied admission to the program on the basis of lack of capacity, to other providers of TB services.

3.3.2.3. The Contractor shall implement infection control procedures consistent with procedures established by the Department to prevent the transmission of TB, which include:

3.3.2.3.1. Screening patients and identifying individuals who are at high risk of becoming infected.

3.3.2.3.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.

3.3.2.3.3. Providing case management to ensure individuals receive services.

3.3.2.4. The Contractor shall report all individuals with active TB, as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.

3.4. Eligibility and Intake

3.4.1. The Contractor shall determine eligibility for services for individuals requesting SUD or recovery support services. The Contractor shall:

3.4.1.1. Assess each individual's income prior to admission using the Web Information Technology System (WITS) fee determination model; and

3.4.1.2. Ensure the individual signs the income assessment upon

admission to treatment.

3.4.2. The Contractor shall update income information for all eligible individuals receiving services. The Contractor shall:

3.4.2.1. Ensure updates are completed at a minimum interval of every four (4) weeks;

3.4.2.2. Document each inquiry in the individual's service record using the WITS fee determination model; and

3.4.2.3. Ensure the individual receiving services signs each updated income assessment.

3.4.3. The Contractor shall complete an intake screening for all eligible individuals requesting services. The Contractor shall:

3.4.3.1. Communicate directly with the individual within two (2) business days from the date the individual initially contacts the Contractor for services. The Contractor shall ensure communication includes:

3.4.3.1.1. Face-to-face, in person;

3.4.3.1.2. Face-to-face, virtually and/or electronically; or

3.4.3.1.3. By telephone.

3.4.3.2. Complete an initial intake screening for the individual within two (2) business days from the date of the first direct contact, utilizing the WITS Social Detox Screen or another Department-approved tool, and document the results in WITS, to determine:

3.4.3.2.1. The probability of eligibility for services under this Agreement; and

3.4.3.2.2. The probability of the individual having a substance use disorder.

3.4.3.3. Ensure all attempts to contact the individual are documented in the individual record or call log.

3.5. Clinical Evaluation

3.5.1. The Contractor shall use clinical evaluations conducted and completed by a NH Licensed or Unlicensed Counselor that include DSM 5 Diagnostic information and a recommendation for a level of care based on the ASAM Criteria published in October 2013 (ASAM Criteria), from a referring agency, conducted and completed less than 30 days prior to the individual's admission to the Contractor's SUD treatment program.

3.5.2. The Contractor shall ensure any changes to ASAM dimensions that occurred after the completion of the accepted evaluation from the referring agency are recorded in the individual's record within three (3) days after admission to residential treatment or three (3) sessions for any outpatient levels of care, whichever is later.

3.5.3. The Contractor shall complete a new clinical evaluation for the individual if:

3.5.3.1. More than 30 days have passed since the referring provider completed the evaluation;

3.5.3.2. The evaluation was conducted and completed by someone other than a NH Licensed or Unlicensed Counselor;

3.5.3.3. The evaluation did not include DSM 5 Diagnostic information and a recommendation for a specific level of care based on the ASAM Criteria; or

3.5.3.4. An individual presents without a completed evaluation.

3.5.4. The Contractor shall assist individuals with accessing an evaluation through their local Doorway, or other appropriate provider, if the Contractor is unable to complete the evaluation prior to admission due to geographic or other barriers.

3.5.5. The Contractor shall ensure the new evaluation is:

3.5.5.1. Completed within three (3) days after admission to residential treatment or three (3) sessions for any outpatient level of care, whichever is later, and

3.5.5.2. Conducted and completed by a NH Licensed or Unlicensed Counselor; utilizing CONTINUUM or an approved alternative assessment tool, provided by the Department, which includes DSM 5 Diagnostic information and recommendation for a specific level of care based on the ASAM Criteria.

3.5.6. The Contractor shall provide SUD treatment services, to eligible individuals, for the appropriate ASAM level of care, as indicated by the individual's clinical evaluation unless:

3.5.6.1. The individual chooses to receive a service with a lower intensity ASAM level of care; or

3.5.6.2. The service with the indicated ASAM level of care is unavailable at the time the level of care is determined; in which case the individual may choose:

3.5.6.2.1. A service with a lower Intensity ASAM level of care;

3.5.6.2.2. A service with the next available higher intensity ASAM level of care;

3.5.6.2.3. To be placed on the waitlist until their service with the assessed ASAM level of care becomes available; or

3.5.6.2.4. To be referred to another agency in the individual's service area that provides the service with the indicated ASAM level of care.

3.5.7. The Contractor shall ensure, if the clinically appropriate level of care is available and an individual is admitted to a level of care other than what is recommended by the clinical evaluation, the reasoning for the admittance will be clinically justified using ASAM Criteria and be documented in the individual's record prior to admission.

3.6. Waitlists

3.6.1. The Contractor shall maintain a waitlist for all individuals and all SUD treatment services regardless of payor source.

3.6.2. The Contractor shall track the wait time for individuals to receive services from the date of initial contact to the date the individual first received SUD services, other than the evaluation in Subsection 2.11.

3.6.3. The Contractor shall provide monthly reports to the Department detailing:

3.6.3.1. The average wait time for all individuals, by the type of service and payer source for all services; and

3.6.3.2. The average wait time for priority populations, as listed in Subsection 2.5, by the type of service and payer source for the services.

3.7. Assistance Enrolling in Insurance Programs

3.7.1. The Contractor shall assist individuals who are unable to secure the financial resources necessary for initial entry into the SUD treatment program, and/or their parents or legal guardians, obtain other potential sources for payment, within 14 days after admission, which may include, but is not limited to enrollment in:

3.7.1.1. Public insurance.

3.7.1.2. Private insurance.

3.7.1.3. New Hampshire Medicaid programs.

3.7.2. The Contractor shall document assistance provided with securing financial resources or the individuals' refusal of assistance in the individual's service record.

3.8. Use of Evidence-Based Practices

3.8.1. The Contractor shall ensure all services in this Agreement are provided:

3.8.1.1. Using evidence-based practices; as demonstrated by meeting one of the following criteria:

3.8.1.1.1. The service is included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center.

3.8.1.1.2. The service is published in a peer-reviewed journal and has been found to have positive effects; or

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

3.8.1.2. In accordance with:

3.8.1.2.1. ASAM Criteria;

3.8.1.2.2. Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs); and

3.8.1.2.3. SAMHSA Technical Assistance Publications (TAPs).

3.8.2. The Contractor shall assess all individuals for risk of self-harm at all phases of treatment, including:

3.8.2.1. Initial contact;

3.8.2.2. Screening;

3.8.2.3. Intake;

3.8.2.4. Initial Clinical Evaluation/Assessment;

3.8.2.5. Admission;

3.8.2.6. On-going treatment services; and

3.8.2.7. Discharge.

3.8.3. The Contractor shall assess all individuals for withdrawal risk based on ASAM Criteria standards at all phases of treatment, including:

3.8.3.1. Initial contact;

3.8.3.2. Screening;

3.8.3.3. Intake;

3.8.3.4. Initial Clinical Evaluation/Assessment;

3.8.3.5. Admission; and

3.8.3.6. On-going treatment services.

3.8.4. The Contractor shall stabilize all individuals based on ASAM Criteria guidance. The Contractor shall:

3.8.4.1. Provide stabilization services when an individual's level of risk indicates a service with an ASAM level of care that can be provided in this Agreement and integrate withdrawal management into the individual's treatment plan.

3.8.4.2. Provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely. If the Contractor does not provide the indicated ASAM level of care, the Contractor shall:

3.8.4.2.1. Refer the individual to a facility where the services can be provided when an individual's risk indicates a service with an ASAM level of care that is higher than can be provided under this Contract.

3.8.4.2.2. Coordinate with the withdrawal management services provider to admit the individual to an appropriate service once the individual's withdrawal risk has reached a level that can be provided under this Contract.

3.9. Treatment Planning

3.9.1. The Contractor shall complete individualized treatment plans for all individuals determined to be eligible for services, based on clinical evaluation data that addresses problems in all ASAM Criteria domains, which justify the individual's admittance to a given level of care, except for Transitional Living, which is not required to address all ASAM domains. The Contractor shall ensure all treatment plans:

3.9.1.1. Are completed within two (2) business days or two (2) sessions from the completion of the clinical evaluation or admission, whichever is later;

3.9.1.2. Include treatment plan goals, objectives, and interventions written in terms that are S.M.A.R.T., which are:

3.9.1.2.1. Specific, clearly defining what shall be done;

3.9.1.2.2. Measurable, including clear criteria for progress and completion;

3.9.1.2.3. Attainable, within the individual's ability to achieve;

3.9.1.2.4. Realistic, the resources are available to the individual;

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

3.9.1.3. Include the individual's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

3.9.2. The Contractor shall update treatment plans at a minimum of intervals as follows:

3.9.2.1. All Level 1 programs: Every six (6) sessions or every six (6) weeks, whichever is earlier.

3.9.2.2. Level 2.1: Every six (6) group sessions or every two (2) weeks, whichever is earlier.

3.9.2.3. Level 2.5, Level 3, Level 3.3, Level 3.5, and Level 3.7: Every seven (7) sessions or every one (1) week, whichever is earlier.

3.9.2.4. Level 3.1 and Transitional Living: Every four (4) weeks, or every four (4) sessions, whichever is earlier.

3.9.3. The Contractor shall update treatment plans, in addition to the recommended intervals above, when:

3.9.3.1. Changes are made in any ASAM domain, except for Transitional Living;

3.9.3.2. Goals have been met and problems have been resolved; or

3.9.3.3. New goals and new problems have been identified.

3.9.4. The Contractor shall ensure treatment plan updates for all levels of care, except Transitional Living include:

3.9.4.1. Justification for continued treatment at the current level of care;

3.9.4.2. Transfer from one level of care to another within the same agency; or

3.9.4.3. Discharge from treatment at the agency.

3.9.5. The Contractor shall ensure justification includes a minimum of one (1) of the three (3) criteria for continuing services when addressing continuing care as:

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

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

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

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

3.9.6. The Contractor shall track the individual's progress relative to the specific goals, objectives, and interventions in the individual's treatment plan by completing encounter notes in WITS, or an alternative Electronic Health Record (EHR) approved by the Department.

3.10. Coordination of Care

3.10.1. The Contractor shall inform the Regional Public Health Networks (RPHN) of services available in order to align SUD work with other RPHN projects that may be similar or impact the same populations.

3.10.2. The Contractor shall ensure all coordination of care activities are compliant with state and federal laws and rules, including but not limited to 42 CFR Part 2.

3.10.3. The Contractor shall refer individuals to, and coordinate the individual's care with, other providers and document the coordination, or individual's refusal of the coordination, in the individual's service record. The Contractor shall ensure referrals include, but are not limited to:

3.10.3.1. Primary care providers. If the individual does not have a primary care provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider.

3.10.3.2. Behavioral health care providers when serving individuals with co-occurring substance use and mental health disorders. If the individual does not have a behavioral health care provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider.

3.10.3.3. Medication-Assisted Treatment (MAT) providers.

3.10.3.4. Peer recovery support providers. If the individual does not have a peer recovery support provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider.

3.10.4. The Contractor shall coordinate with case management services offered by the individual's managed care organization, third party insurance or other provider, as applicable.

3.10.5. The Contractor shall coordinate individual services with the Department's Doorway contractors including, but not limited to:

3.10.5.1. Ensuring timely admission of individuals to services,

3.10.5.2. Completing initial clinical evaluations as needed.

3.10.5.3. Referring individuals to Doorway services when the Contractor cannot admit an individual for services within 48 hours.

3.10.5.4. Referring individuals to Doorway services at the time of discharge when an individual is in need of Doorway services.

3.10.6. The Contractor shall coordinate with the NH Ryan White CARE Program, for individuals identified as at risk of or with HIV/AIDS.

3.10.7. The Contractor shall coordinate with other social service agencies engaged with the individual, as applicable, which may include but are not limited to:

3.10.7.1. NH Division for Children, Youth and Families (DCYF).

3.10.7.2. Probation and parole.

3.10.7.3. Doorways.

3.10.8. The Contractor shall clearly document in the individual's service record when the individual refuses any referrals or care coordination.

3.10.9. The Contractor shall not prohibit individuals from receiving services under this Agreement when an individual does not consent to information sharing.

3.10.10. The Contractor shall notify individuals who consent to information sharing that they have the ability to rescind the consent at any time without any impact on services provided under the awarded contract.

3.10.11. The Contractor shall coordinate with local recovery community organizations, where available, to bring peer recovery support providers into the treatment setting, to meet with individuals to describe available services and to engage individuals in peer recovery support services as applicable.

3.10.12. The Contractor shall complete a Transfer Plan on the day of transfer when an individual is transferring from one level of care to another *within the same agency*, during the same episode of care for all services. The Contractor shall ensure the Transfer Plan:

3.10.12.1. Addresses all ASAM Dimensions;

3.10.12.2. Includes at least one of the four (4) ASAM Criteria for transfer, including how the individual meets that criteria; and

3.10.12.3. Includes the transfer plan and recommendations, with specific information regarding further treatment at the agency.

3.11. The Contractor shall discharge an individual from WITS by closing the Episode in WITS when the individual is discharged from treatment at the agency, even if they are expected to return at a future date, for example, after completing treatment at a different agency. The time frames for discharge are as follows:

3.11.1. Individuals receiving outpatient services (individual outpatient (OP), intensive outpatient (IOP), partial hospitalization program (PHP)), who have not received services in the past 30 days must be discharged by day 30. Upon the individual's return to treatment a new episode of care must be started, and all standard admission steps must be taken.

3.11.2. Individuals receiving residential services, including but not limited to low intensity and high intensity, who have not received services in the past 48 hours must be discharged. The Contractor shall ensure

discharge is completed within seven (7) days of the last day of service. Upon the individual's return to treatment a new episode of care must be started, and all standard admission steps must be taken.

3.12. The Contractor shall identify the reason for transfer or discharge in the Program Enrollment section of WITS for each individual at the time of transfer or discharge from the program.

3.13. The Contractor shall complete a Discharge Summary when an individual is being discharged from treatment at the contracted agency for all services within this Agreement. The Contractor shall ensure the Discharge Summary:

3.13.1. Addresses all ASAM (2013) domains, including the process of transfer planning at the time of the individual's intake to the program, except for Transitional Living;

3.13.2. Is in accordance with Exhibit B-1, Operational Requirements;

3.13.3. Includes the reason for admission, course of treatment, discharge assessment, strengths and liabilities, and discharge plan and recommendations, with specific information regarding referrals or further treatment; and

3.13.4. Includes at least one of the following four (4) ASAM Criteria for discharge, and how individual meets the requirement, except for Transitional Living:

3.13.4.1. Transfer/Discharge Criteria A: The patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

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

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

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

3.14. Individual and Group Education

3.14.1. The Contractor shall offer all individuals receiving services under this Agreement individual or group education on prevention, treatment, and nature of:

3.14.1.1. Substance use disorders.

3.14.1.2. Relapse prevention.

3.14.1.3. Hepatitis C Virus (HCV).

3.14.1.4. Human Immunodeficiency Virus (HIV).

3.14.1.5. Sexually Transmitted Diseases (STDs).

3.14.1.6. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;

3.14.1.7. Individual and/or group counseling for individuals of childbearing age, regardless of gender, on the effects of alcohol and other drug use on a fetus.

3.14.1.8. The relationship between tobacco use and substance use and other mental health disorders, if the individual uses nicotine.

3.14.2. The Contractor shall ensure that all individuals are screened at intake and discharge for tobacco use, treatment needs and referral to the NH QuitLine, as part of treatment planning.

3.14.3. The Contractor shall maintain an outline of each educational session provided.

3.15. Tobacco-Free Environment

3.15.1. The Contractor shall ensure a tobacco-free environment by having policies and procedures that apply to all staff, individuals receiving services, and visitors that include but are not limited to:

3.15.1.1. Smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices.

3.15.1.2. Prohibiting the use of tobacco products within the Contractor's facilities at any time.

3.15.1.3. Prohibiting the use of tobacco in any Contractor-owned vehicle.

3.15.1.4. Whether the use of tobacco products is prohibited outside of the facility on the grounds. If use of tobacco products is allowed outside of, but on the grounds of, the facility, the Contractor shall ensure:

3.15.1.4.1. Designated smoking area(s) are located a minimum of 20 feet from the main entrance;

3.15.1.4.2. All materials used for smoking in the designated area, including cigarette butts and matches, are extinguished and disposed of in appropriate containers;

3.15.1.4.3. Periodic cleanup of the designated smoking area is scheduled and completed as scheduled and/or needed; and

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

3.15.1.5. Prohibiting tobacco use in personal vehicles when transporting individuals on authorized business.

3.15.2. The Contractor shall ensure the Tobacco-Free Environment policy is included in employee, individual, and visitor orientations and posted in the Contractor's facilities and vehicles.

3.15.3. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging individuals from services being provided under this Contract.

3.16. State Opioid Response (SOR) Grant Standards

3.16.1. The Contractor shall establish formal information sharing and referral agreements with the Doorways in compliance with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.

3.16.2. The Contractor shall ensure all referrals of individuals to the Doorways are:

3.16.2.1. Completed and documented in the individual's file;

3.16.2.2. Available to the Department as requested and as needed for payment of invoices for services provided through SOR-funded initiatives.

3.16.3. The Contractor shall ensure individuals receiving services rendered from SOR funds have a documented history or current diagnoses of Opioid Use Disorder (OUD) or Stimulant Use Disorders.

3.16.4. The Contractor shall coordinate ongoing care for individuals with documented history or current diagnoses of OUD or Stimulant Use Disorder, receiving services rendered from SOR funds, with the Doorways in accordance with 42 CFR Part 2.

3.16.5. The Contractor shall ensure that SOR grant funds are not used to purchase, prescribe, or provide marijuana or for providing treatment using marijuana. The Contractor shall ensure:

3.16.5.1. Treatment in this context includes the treatment of opioid use disorder (OUD).

3.16.5.2. Grant funds are not provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental health disorders.

3.16.5.3. This marijuana restriction applies to all subcontracts and memorandums of understanding (MOU) that receive SOR funding.

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

3.16.6.1. Methadone; and

3.16.6.2. Buprenorphine products including:

3.16.6.2.1. Single-entity buprenorphine products;

3.16.6.2.2. Buprenorphine/naloxone tablets;

3.16.6.2.3. Buprenorphine/naloxone films; and

3.16.6.2.4. Buprenorphine/naloxone buccal preparations.

3.16.7. The Contractor shall provide medical withdrawal management services supported by SOR funds only when the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

3.16.8. The Contractor shall provide a Fentanyl test strip utilization plan to the Department for approval prior to implementation. The Contractor shall ensure the utilization plan includes:

3.16.8.1. Internal policies for the distribution of Fentanyl strips;

3.16.8.2. Distribution methods and frequency; and

3.16.8.3. Other key data as requested by the Department.

3.16.9. The Contractor shall ensure individuals receiving financial aid for recovery housing utilizing SOR funds are in a recovery housing facility

that aligns with the National Alliance for Recovery Residences standards and is registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with New Hampshire Administrative Rules, He-A 305, Voluntary Registry for Recovery Houses.

3.16.10. The Contractor shall accept individuals on MAT and facilitate access to MAT on-site or through referrals for all individuals supported with SOR funds, as clinically appropriate.

3.16.11. The Contractor shall ensure individuals who refuse to consent to information sharing with the Doorways do not receive services utilizing SOR funding.

3.16.12. The Contractor shall ensure individuals who rescind consent to information sharing with the Doorway do not receive any additional services utilizing SOR funding.

4. Web Information Technology System

4.1. The Contractor shall use the Web Information Technology System (WITS) to record contact with individuals within three (3) days following the activity, unless otherwise stated in the WITS guidance document(s). The Contractor shall utilize WITS to record all BDAS individual activities, including, but not limited to:

4.1.1. Determining individual eligibility.

4.1.2. Reporting all data that is used to calculate and analyze National Outcome Measures.

4.1.3. Billing the Department for services performed under the resulting contract including all data required by the Department to authorize payment.

4.1.4. Providing other information as required by the Department.

4.2. The Contractor shall provide the individual with the WITS Information Acknowledgement and obtain the individual's signature on that format the time of admission to treatment, prior to providing services.

4.3. The Contractor shall ensure information for individuals refusing to sign the WITS Information Acknowledgement is not entered into the WITS system and the Contractor shall contact the Department to establish alternative reporting and billing procedures.

4.4. The Contactor shall ensure services are provided to individuals who refuse to sign the WITS Information Acknowledgement, despite not being able to enter that individual into the WITS system. The Contractor shall:

4.4.1. Establish a policy to document individual activity elsewhere;

4.4.2. Obtain Department approval of the established policy;

4.4.3. Notify the Department of each individual's refusal; and

4.4.4. Ensure the Department has access to records as requested.

4.5. The Contractor shall ensure the WITS system is only used for individuals who are in a program that is funded by or under the oversight of the Department. The Contractor may use WITS to enter information for non-BDAS individuals if the following conditions apply:

4.5.1. The Department has approved the Contractors' use of WITS for this purpose;

4.5.2. The Contractor utilized WITS prior to September of 2019; and

4.5.3. The Contractor does not have an alternative electronic health record available for use.

4.6. The Contractor shall cease utilizing WITS if an individual obtains funding from another source while in treatment, unless otherwise approved by the Department. Individuals who are in a program that is funded by or under the oversight of the Department include:

4.6.1. Individuals receiving BDAS-funded SUD treatment services,

4.6.2. Individuals receiving services from Impaired Driver Care Management Programs (IDCMP); and

4.6.3. Individuals receiving services from Impaired Driver Service Providers (IDSP), regardless of funding source.

4.7. The Contractor may use their own electronic health record (EHR), in addition to WITS, to record and track other data not collected in WITS, upon approval by the Department and only if the Department has access to the EHR.

4.8. The Contractor shall record that an individual has been discharged when the individual has completed a treatment episode in WITS.

4.9. The Contractor shall follow all the instructions and requirements in the most current WITS User Guide, as provided by the Department.

4.10. The Contractor shall agree to and follow the Information Security Requirements in Exhibit K.

5. Telehealth

5.1. The Contractor may deliver outpatient services via telehealth through secure telecommunication technology, when clinically appropriate and within the Contractor's scopes of practice, as documented in the individual's treatment plan. The Contractor acknowledges and agrees that:

5.1.1. Telehealth services may be rendered from a remote site, other than the Contractor's facility.

5.1.2. Confidentiality and privacy protections apply to all telehealth services, under the same laws that protect the confidentiality of in-person services

5.1.3. The use of public facing applications such as Facebook Live, Twitch, TikTok, or other similar video communication applications is prohibited.

5.2. The Contractor shall ensure telehealth complies with all security and privacy components identified in Exhibit K, DHHS Information Security Requirements. The Contractor shall ensure:

5.2.1. Individual's informed consent to using the telecommunication technology is received and kept on file.

5.2.2. A provider is present with the individual(s) during the use of telecommunication technology.

5.2.3. Only authorized users have access to any electronic PHI (ePHI) that is shared or available through the telecommunication technology.

5.2.4. Secure end-to-end communication of data is implemented, including all communication of ePHI remaining in the United States.

5.2.5. A system of monitoring the communications containing ePHI is implemented to prevent accidental or malicious breaches.

5.3. The Contractor shall adhere to all relevant state and federal regulations regarding telehealth not identified in the contract, including regulations regarding face-to-face services.

6. Staffing

6.1. The Contractor shall meet the minimum staffing requirements, or request an exemption to the requirements, to provide the scope of work in this Agreement. Staffing levels must include the following:

6.1.1. A minimum of one (1) New Hampshire Licensed Clinical Supervisor.

6.1.2. Staffing ratios for the following:

6.1.2.1. Individual Counseling: The ratio of individuals to NH Licensed and Unlicensed Counselors who provide counseling to individuals on an individual basis in any ASAM level of care should be based on the following:

6.1.2.1.1. Clinician's ability to provide appropriate, effective, and evidence-based treatment to individuals within the setting;

6.1.2.1.2. Type of treatment provided;

6.1.2.1.3. Composition of the individual population; and

6.1.2.1.4. Availability of auxiliary services.

6.1.2.2. SUD Treatment Groups: No more than 12 individuals with one NH Licensed Counselor or Unlicensed Counselor present or no more than 16 individuals when that Counselor is joined by a second Licensed Counselor, Unlicensed Counselor, CRSW or Uncertified Recovery Support Worker.

6.1.2.3. Recovery Support Groups: No more than eight (8) individuals with one (1) NH CRSW present or no more than 12 individuals when that CRSW is joined by a second CRSW, or Uncertified CRSW, Licensed or Unlicensed Counselor.

6.1.2.4. Milieu/Line Staff: Ratios must be based upon the needs of the individuals, and the staff's ability to ensure individual health, safety and well-being. The Contractor shall ensure a minimum of one (1) floating Milieu/Line staff member able to move between common areas to observe individuals is present at all times, when the space is occupied by individuals. The following Milieu/Line staff to individual ratio is required for all residential facilities. Temporary staffing shortages are allowable, but not encouraged, while the Contractor actively seeks to fill any open staff positions. Any temporary staffing shortages must be reported to BDAS in the Quarterly Reports, and Contractor must be actively working to recruit new staff:

6.1.2.4.1. 3.5 Level of Care, or 3.5 Co-occurring Capable Level of Care:

6.1.2.4.1.1. A maximum of five (5) individuals to 1 (one) Milieu/Line Staff Member present with individuals, during awake hours, when individuals are not participating in a group or individual session; and

6.1.2.4.1.2. A maximum of 10 individuals to one (1) awake Milieu/Line Staff during overnight hours.

6.1.2.4.2. 3.5 Co-occurring Enhanced Level of Care, or 3.7 Level of Care:

6.1.2.4.2.1. A maximum of five (5) individuals to one (1) Milieu/Line Staff Member present with individuals during awake hours, when individuals are

not participating in a group or individual session; and

6.1.2.4.2.2. A maximum of 10 individuals to one (1) awake Milieu/Line during overnight hours.

6.1.2.4.3. 3.1 Level of Care:

6.1.2.4.3.1. A maximum of eight (8) individuals to one (1) Milieu/Line staff member present with individuals during awake hours, when individuals are not participating in a group or individual session; and

6.1.2.4.3.2. A maximum 14 individuals to one (1) awake Milieu/Line staff during overnight hours.

6.2. The Contractor shall notify the Department, in writing, of changes in key personnel, of whom a minimum of 10% of their work time is devoted to providing SUD treatment and/or recovery support services, and provide, within five (5) working days, updated resumes that clearly indicate the staff member is employed by the Contractor.

6.3. The Contractor shall notify the Department in writing within one (1) month of hire when a new administrator, coordinator, or any staff person essential to delivering this scope of services is hired to work in the program(s). The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the new hire notification.

6.4. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one (1) month.

6.5. The Contractor shall have policies and procedures related to student interns that address minimum coursework, experience and core competencies for interns having direct contact with individuals served by this Agreement.

6.6. The Contractor shall ensure student interns complete training on the following topics, as approved by the Department, prior to beginning their internship:

6.6.1. Ethics;

6.6.2. 12 Core Functions;

6.6.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and

6.6.4. Information security and confidentially practices for handling PHI and substance use disorder treatment records as safeguarded by 42 CFR Part 2.

6.7. The Contractor shall ensure attendance of all required training for interns is documented in the interns' records and shall provide a list of which includes the intern's name and dates and topics of training, to the Department, as requested.

6.8. The Contractor shall ensure the health, safety, and well-being of all individuals in areas where individuals congregate, including, but not limited to:

6.8.1. Common areas.

6.8.2. Group rooms.

6.8.3. Classrooms.

6.9. The Contractor shall ensure written policies are available for Department review, as requested, for all required positions. The Contractor may request an exemption of staffing requirements if the requirements are inappropriate for services provided.

6.10. The Contractor shall provide both clinical and safety justifications to request exemption for any of the staffing requirements believed inappropriate for proposed services and/or if the facility does not meet the staffing requirements to the Department for approval.

6.11. The Contractor shall ensure no Licensed Clinical Supervisor shall supervise more than 12 staff unless the Department has approved an alternative supervision plan.

6.12. The Contractor shall provide ongoing clinical supervision that occurs at regular intervals, and is documented in all staff members' records and evidence-based practices. Clinical supervision, shall include, at a minimum:

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

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

6.13. The Contractor shall provide training to all staff providing SUD services under this Agreement on the following topics. Training attendance must be documented in all staff members' records:

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

6.13.2. The 12 core functions;

6.13.3. The Addiction Counseling Competencies: The Knowledge, Skills, and

Attitudes of Professional Practice; and

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

6.14. The Contractor shall ensure all Unlicensed Staff complete training on the following topics, as approved by the Department, within six (6) months of hire:

6.14.1. Ethics;

6.14.2. 12 Core Functions;

6.14.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and

6.14.4. Information security and confidentially practices for handling PHI and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within six (6) months of hire.

6.15. The Contractor shall provide in-service training to all staff involved in individual care within 15 days of the contract effective date or the staff person's employment start date, if the staff member started work after the contract effective date and annually thereafter. The Contractor shall ensure in-service training topics are as follows:

6.15.1. Contract requirements;

6.15.2. Policies and procedures provided by the Department;

6.15.3. Hepatitis C (HCV);

6.15.4. Human immunodeficiency virus (HIV);

6.15.5. Tuberculosis (TB); and

6.15.6. Sexually transmitted diseases (STDs).

6.16. The Contractor shall ensure all staff receive annual continuing education on the following topics:

6.16.1. Advancements in the science and evidence-based practices of the SUD field; and

6.16.2. State and federal laws and rules relating to confidentiality.

6.17. The Contractor shall ensure staff attendance of all required training is documented in the staff members' records and shall provide a list of trained staff, which includes dates and topics of training, to the Department, as, requested.

7. Audit Requirements

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

7.1.1. 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.

7.1.2. 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.

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

7.2. If Condition A exists, the Contractor must 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.

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

7.4. 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.

7.5. 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 must 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.

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

7.7. The Contractor must ensure the corrective action plan uses SMART goals and objectives, and includes:

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

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

deficiency;

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

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

7.7.5. How and when the Contractor shall report to the Department on progress on implementation and effectiveness

8. Exhibits Incorporated

8.1. 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.

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

8.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

9. Reporting Requirements

9.1. The Contractor shall report individual demographic data in WITS for all BDAS funded individuals as specified in the current WITS User Guide.

9.2. The Contractor shall report individual National Outcome Measures (NOMS) data in WITS for:

9.2.1. 100% of all individuals at admission.

9.2.2. 100% of all individuals who are discharged.

9.3. The Contractor shall report all data *necessary* for *calculation* of the following performance measures in WITS and as specified in the WITS User Guide:

9.3.1. Initiation: Percentage of individuals accessing services within 14 days of screening;

9.3.2. Engagement: Percentage of individuals receiving three (3) or more eligible services within 34 days of screening;

9.3.3. Retention: Percentage of individuals receiving six (6) or more eligible services within 60 days of screening;

9.3.4. Treatment completion: Percentage of individuals completing treatment; and

9.3.5. National Outcome Measures (NOMS):

9.3.5.1. Reduction in/no change in the frequency of both alcohol and other drug substance use at discharge compared date of first service.

9.3.5.2. Increase in/no change in number of individuals employed or in school on the date of last service compared to first service.

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

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

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

9.4. The Contractor shall report all other data, as specified in the WITS User Guide, to support the Department's analysis and reporting on demographics, performance, services and other factors as determined by the Department and in a format specified by the Department.

9.5. The Contractor shall complete monthly contract compliance reporting no later than the 10th day of the month following the reporting month in a format determined and as requested by the Department.

9.6. The Contractor shall submit quarterly contract compliance reporting no later than the 10th day of following month in a format determined and as requested by the Department.

9.7. The Contractor shall report all critical incidents to the Department in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

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

9.7.1.1. Abuse;

9.7.1.2. Neglect;

9.7.1.3. Exploitation;

9.7.1.4. Rights violation;

9.7.1.5. Missing person;

9.7.1.6. Medical emergency;

9.7.1.7. Restraint; or

9.7.1.8. Medical error.

9.8. The Contractor shall submit additional information regarding critical incidents to the Department as requested and required.

9.9. The Contractor shall report critical incidents to other agencies as required by law.

9.10. The Contractor shall notify the Department in writing of all contact with law enforcement as soon as possible and no more than 24 hours following the incident.

9.11. The Contractor shall notify the Department in writing of all media contacts as soon as possible and no more than 24 hours following the incident.

9.12. The Contractor shall report in accordance with the Department's Sentinel Even Reporting guidance.

9.13. The Contractor shall refer to the current WITS User Guide for guidance on NOMS and other data reporting requirements.

10. Performance Measures

10.1. Contract performance shall be measured to evaluate service quality and efficacy in mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses. The following performance measures will be used by the Department to evaluate selected vendor performance:

10.1.1. Initiation: Percentage of individuals accessing services within 14 days of screening;

10.1.2. Engagement: Percentage of individuals receiving three (3) or more eligible services within 34 days of screening;

10.1.3. Retention: Percentage of individuals receiving six (6) or more eligible services within 60 days of screening;

10.1.4. Treatment completion: Percentage of individuals completing treatment; and

10.1.5. National Outcome Measures (NOMS): The percentage of individuals out of all individuals discharged improved in at least three (3) out of five (5) of the following NOMS outcome criteria:

10.1.5.1. Reduction in/no change in the frequency of both alcohol and other drug substance use at discharge compared to the period of 7 days before and the date of first service during an episode of care (or previous episode of care for individuals referred for services from a different BDAS contracted SUD treatment provider).

10.1.5.2. Increase in/no change in number of individuals employed or in school on the date of last service compared to first

service.

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

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

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

10.2. The Contractor shall meet or exceed baseline performance requirements as determined by the Department.

10.2.1. The Department will actively and regularly collaborate with the Contractor to develop a performance improvement structure that will enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

10.2.2. The Department may identify expectations for active and regular collaboration, including key performance measures, in this Agreement. Where applicable, the Contractor must collect and share data with the Department, as requested and in a format specified by the Department.

10.3. The Contractor shall participate in all quality improvement activities to ensure the standard of care for individuals, as directed and requested by the Department, including, but not limited to:

10.3.1. Electronic and in-person individual record reviews.

10.3.2. Site visits.

10.3.3. Training and technical assistance activities.

10.4. The Contractor shall monitor and manage the utilization of levels of care and service array to ensure services are offered through the term of the contract to maintain a consistent service capacity for SUD treatment and recovery support services statewide by monitoring the capacity such as staffing and other resources to consistently and evenly deliver these services.

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

10.6. The Contractor shall participate in quarterly meetings with the Department to ensure compliance with the contractual requirements.

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

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

11. Additional Terms

11.1. Impacts Resulting from Court Orders or Legislative Changes

11.1.1. 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.

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

11.2.1. The Contractor shall submit, within ten (10) days of the Agreement 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.

11.3. Credits and Copyright Ownership

11.3.1. If the Contractor wishes to publicly reference or market their use of American Society of Addiction Medicine (ASAM) criteria, or utilize language related to American Society of Addiction Medicine levels of care in promotion or marketing of their services, the Contractor must agree to sign and have in effect, the End User License Agreement with the State of New Hampshire prior to publicly referencing or marketing their services as such. The Contractor shall comply with the terms of Appendix F, End User License Agreement, or the Contractor shall not be permitted to publicly reference or market their use of anything related to ASAM.

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

11.3.3. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production,

distribution or use.

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

11.3.4.1. Brochures.

11.3.4.2. Resource directories.

11.3.4.3. Protocols or guidelines.

11.3.4.4. Posters.

11.3.4.5. Reports.

11.3.5. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

11.4. Operation of Facilities: Compliance with Laws and Regulations

11.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement 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.

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

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

11.4.4. The Contractor shall ensure facilities where services are provided meet all the applicable laws, rules, policies, and standards.

11.4.5. The Contractor shall submit a transition plan for Department approval no later than 30 days from the contract effective date of the resulting contract that specifies actions to be taken in the event that the

selected vendor can no longer provide services. The selected Contractor shall ensure the transition plan includes, but is not limited to:

11.4.5.1. An action plan that ensures the seamless transition of individuals to alternative providers with no gap in services;

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

11.4.5.3. Individual notification processes and procedures for transitioning records.

11.4.6. The Contractor shall comply with applicable federal and state laws, rules and regulations, applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.

11.4.7. The Contractor shall comply with all information security and privacy requirements as set by the Department.

11.5. Eligibility Determinations

11.5.1. If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

11.5.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

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

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

11.6. Records

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

11.6.1.1. 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.

11.6.1.2. 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.

11.6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.

11.6.1.4. Medical records on each individual who receives services.

11.6.2. During the term of this Agreement 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 Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) 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 Operational Requirements

1. Requirements for Organizational or Program Changes.

1.1. The Contractor shall provide written notification to the no later than 30 days prior to changes in:

1.1.1. Ownership;

1.1.2. Physical location; or

1.1.3. Name.

1.2. The Contractor shall submit a copy of the certificate of amendment from the New Hampshire Secretary of State with the effective date of the change to the Department, when there is a change in the name of the ownership, physical location, or name of the organization,

2. Inspections and Administrative Remedies

2.1. The Contractor shall allow any Department representative at any time to be admitted on the premises to inspect:

2.1.1. The facility;

2.1.2. All programs and services provided through this Agreement; and

2.1.3. Any records required by the Agreement.

2.2. The Contractor shall be issued a notice of deficiencies when the Department determines that the Contractor is in violation of any contract requirements. The Contractor shall receive written notice from the Department, as applicable which:

2.2.1. Identifies each deficiency;

2.2.2. Identifies the specific proposed remedy(ies); and

2.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 541-A and NH Administrative Rule He-C 200.

2.3. The Contractor shall receive administrative remedies from the Department for violations of contract requirements, which may include, but is not limited to:

2.3.1. The requirement to submit a plan of correction (POC).

2.3.2. The imposition of a POC by the Department.

2.3.3. Contract suspension.

2.3.4. Contract Revocation.

3. Plans of Corrective Action

3.1. The Contractor shall submit a written POC to the Department within 21 days of receiving a notice of deficiencies, for review and acceptance. The Contractor shall ensure the POC includes, but is not limited to:

3.1.1. Steps to be taken to correct each deficiency.

3.1.2. Measures that will be put in place.

3.1.3. System changes to be made to ensure that the deficiency does not recur.

3.1.4. The date by which each deficiency will be corrected, ensuring the correction occurs no later than 90 days from the date the POC is submitted to the Department.

3.2. The Contractor shall ensure each POC:

3.2.1. Achieves compliance with contract requirements;

3.2.2. Addresses all deficiencies and deficient practices as cited in the notice of deficiencies; and

3.2.3. Mitigates the likelihood of a new violation of contract requirements as a result of implementation of the POC.

3.3. The Department shall notify the Contractor of the reasons for rejection of the POC, if the POC is not accepted. The Contractor shall:

3.3.1. Develop and submit a revised POC within 21 days of the date of the written notification of POC rejections.

3.3.2. Ensure the revised POC complies with POC standards identified above.

3.4. The Contractor shall be subject to a directed POC from the Department that specifies the corrective actions to be taken when:

3.4.1. Deficiencies were identified during an inspection that require immediate corrective action to protect the health and safety of the individuals receiving services or staff providing services.

3.4.2. The original POC is not submitted within 21 days of the date of the written notification of deficiencies;

3.4.3. The revised POC is rejected by the Department; or

3.4.4. The POC is not implemented by the completion date identified in the Department-accepted POC.

3.5. The Contractor shall admit and allow the Department access to the premises and records related to the Department-accepted POC, after the completion date identified in the POC, in order to verify the implementation of the POC, which may include, but is not limited to:

3.5.1. Review of materials submitted by the Contractor;

3.5.2. Follow-up inspection; or

3.5.3. Review of compliance during the next scheduled inspection.

4. **Duties and Responsibilities**

4.1. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to individuals on an ongoing basis.

4.2. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.

4.3. The Contractor shall employ an administrator responsible for the day-to-day operations of services provided in this Agreement. The Contractor shall:

4.3.1. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and

4.3.2. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor, the staff position(s) to be delegated, and the authority and responsibility to act in the administrator's behalf when the administrator is absent.

4.4. The Contractor shall ensure the following documents are posted in a public area:

4.4.1. A copy of the Contractor's policies and procedures relative to the implementation of rights and responsibilities for individuals receiving services, including confidentiality per 42 CFR Part 2; and

4.4.2. The Contractor's plan for fire safety, evacuation, and emergencies, identifying the location of, and access to all fire exits.

4.5. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the Department.

4.6. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the Department, and all court orders.

4.7. The Contractor shall follow the required procedures for the care of the individuals, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007 for residential programs, if the Contractor accepts an individual who is known to have a disease reportable under NH Administrative Rule He-P 301, or an infectious disease.

4.8. The Contractor shall comply with state and federal regulations on confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12.

4.9. The Contractor shall develop policies and procedures regarding the release of information contained in individual service records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.

4.10. The Contractor shall ensure all records relating to services provided through this Agreement are legible, current, accurate, and available to the Department during an inspection or investigation.

4.11. The Contractor shall ensure service site(s) are accessible to individuals with a disability, using Americans with Disabilities Act (ADA) accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq. The Contractor shall ensure service sites include:

4.11.1. A reception area separate from living and treatment areas;

4.11.2. A private space for personal consultation, charting, treatment and social activities, as applicable;

4.11.3. Secure storage of active and closed confidential individual records; and

4.11.4. Separate and secure storage of toxic substances.

4.12. The Contractor shall establish a code of ethics for staff that includes a mechanism for reporting unethical conduct.

4.13. The Contractor shall develop, implement, and maintain specific policies, including:

4.13.1. Rights, grievance, and appeals policies and procedures for individuals receiving services;

4.13.2. Progressive discipline, leading to administrative discharge;

4.13.3. Reporting and appealing staff grievances;

4.13.4. Alcohol and other drug use while in treatment;

4.13.5. Individual and employee smoking that are in compliance with Exhibit B, Section 3.16;

4.13.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;

4.13.7. Holding an individual's possessions;

4.13.8. Secure storage of staff medications;

4.13.9. Medication belonging to individuals receiving services;

4.13.10. Urine specimen collection, as applicable, that:

4.13.10.1. Ensures collection is conducted in a manner that preserves individual privacy as much as possible; and

4.13.10.2. Minimizes falsification;

4.13.11. Safety and emergency procedures on:

4.13.11.1. Medical emergencies;

4.13.11.2. Infection control and universal precautions, including the use of protective clothing and devices;

4.13.11.3. Reporting injuries;

4.13.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures; and

4.13.11.5. Emergency closings,;

4.13.12. The Contractor shall develop, implement and maintain procedures for:

4.13.12.1. Protection of individual records that govern use of records, storage, removal, conditions for release of information, and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and

4.13.12.2. Quality assurance and improvement.

5. Collection of Fees.

5.1. The Contractor shall maintain procedures regarding collections from individual fees, private or public insurance, and other payers responsible for the individual's finances; and

5.2. The Contractor shall provide the individual, and the individual's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge at the time of screening and admission,

6. Screening and Denial of Services

6.1. The Contractor shall maintain a record of all individual screenings, including:

6.1.1. The individual's name and/or unique identifier;

6.1.2. The individual's referral source;

6.1.3. The date of initial contact from the individual or referring agency;

6.1.4. The date of screening; and

6.1.5. The result of the screening, including the reason for denial of services if applicable;

6.2. The Contractor shall record all referrals to and coordination with the Doorway and interim services, or the reason that the referral was not made, for any individual who is placed on a waitlist. The Contractor shall:

6.2.1. Record all contact with the individual between screening and removal from the waitlist; and

6.2.2. Record the date the individual was removed from the waitlist and the reason for removal.

6.3. In the instance an individual requesting services is denied service(s), the Contractor shall:

6.3.1. Inform the individual of the reason for denial of service(s); and

6.3.2. Assist the individual in identifying and accessing appropriate available treatment.

6.4. The Contractor shall not deny services to an individual solely because the individual:

6.4.1. Previously left treatment against the advice of staff;

6.4.2. Relapsed from an earlier treatment;

6.4.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or

6.4.4. Has been diagnosed with a mental health disorder.

6.5. The Contractor shall report on denial of services to individuals at the request of the Department.

7. Staffing Requirements

7.1. The Contractor shall develop a current job descriptions for all staff, including contracted staff, volunteers, and student interns, which includes:

7.1.1. Job title;

7.1.2. Physical requirements of the position;

7.1.3. Education and experience requirements of the position;

7.1.4. Duties of the position;

7.1.5. Positions supervised; and

7.1.6. Title of immediate supervisor.

7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which includes, but is not limited to:

7.2.1. Requiring a prospective employees to sign a releases to allow the Contractor to conduct a criminal record check;

7.2.2. Requiring the administrator or designee to obtain and review criminal record checks from the New Hampshire Department of Safety for each prospective employee;

7.2.3. Ensuring criminal record check standards are reviewed to ensure the health, safety, or well-being of individuals, beyond which shall be reason for non-selection for employment, including the following:

7.2.3.1. Felony convictions in this or any other state;

7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and

7.2.3.3. Findings by the Department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and

7.2.4. Waiver of 7.2.3 above for good cause shown.

7.3. The Contractor shall ensure all staff, which includes contracted staff, meet the educational, experiential, and physical qualifications of the position as listed in their job description. The Contractor shall ensure staff:

7.3.1. Do not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;

7.3.2. Are licensed, registered or certified as required by state statute and as applicable;

7.3.3. Receive an orientation within the first three (3) days of work or prior to direct contact with individuals, which includes:

7.3.3.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;

7.3.3.2. The Contractor's policies on the rights, responsibilities, and complaint procedures for individuals receiving services;

7.3.3.3. Federal and state confidentiality requirements;

7.3.3.4. Grievance procedures;

7.3.3.5. Job duties, responsibilities, policies, procedures, and guidelines;

7.3.3.6. Topics covered by both the administrative and personnel manuals;

7.3.3.7. The Contractor's infection prevention program;

7.3.3.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of staff in an emergency; and

7.3.3.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and

7.3.4. Sign and date documentation that they have taken part in an orientation as described above;

7.3.5. Complete a mandatory annual in-service education, which includes a review of all elements described above.

7.4. The Contractor shall ensure, prior to having contact with individuals receiving services, that employees and contracted employees:

7.4.1. Submit proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:

7.4.1.1. The name of the examinee;

7.4.1.2. The date of the examination;

7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;

7.4.1.4. Results of a 2-step TB test, Mantoux method or other method approved by the Centers for Disease Control; and

7.4.1.5. The dated signature of the licensed health practitioner.

7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and

7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person either has a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium TB through shared air space with persons with infectious TB.

7.5. The Contractor shall ensure employees, contracted employees, volunteers and independent Contractors who have direct contact with individuals who have a history of TB or a positive skin test have a symptomatology screen of a TB test.

7.6. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student intern, volunteer, and contracted staff, which includes, but is not limited to:

7.6.1. A completed application for employment or a resume.

7.6.2. Identification data.

7.6.3. The education and work experience of the employee.

7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:

7.6.4.1. Position title;

7.6.4.2. Qualifications and experience; and

7.6.4.3. Duties required by the position.

7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable.

7.6.6. A signed and dated record of orientation as required above.

7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable.

7.6.8. Records of screening for communicable diseases results required above.

7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary.

7.6.10. Documentation of annual in-service education as required above that includes date of completion and signature of staff.

7.6.11. Information as to the general content and length of all continuing education or educational programs attended;

7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the individual's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy;

7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that the individual:

7.6.13.1. Does not have a felony conviction in this or any other state;

7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect, or exploitation or pose a threat to the health, safety or well-being of an individual; and

7.6.13.3. Has not had a finding by the Department or any administrative agency in NH or any other state for assault, fraud, abuse, neglect or exploitation of any person; and

7.6.14. Documentation of the criminal records check and any waivers, as applicable.

7.7. An individual need not re-disclose any of the matters in the criminal background check if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.

8. **Clinical Supervision of Unlicensed Counselors**

8.1. The Contractor shall ensure all unlicensed counselors providing treatment, education and/or recovery support services; and all uncertified CRSWs, are under the direct supervision of a licensed supervisor.

8.2. The Contractor shall ensure no licensed supervisor supervises more than 12 unlicensed staff, unless the Department has approved an alternative supervision plan.

8.3. The Contractor shall ensure unlicensed counselors receive a minimum of one (1) hour of supervision for every 20 hours of direct contact with individuals receiving services;

8.4. The Contractor ensures supervision is provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;

8.5. The Contractor shall ensure supervision includes:

8.5.1. Review of case records;

8.5.2. Observation of interactions with individuals receiving services;

8.5.3. Skill development; and

8.5.4. Review of case management activities;

8.6. The Contractor shall ensure supervisors maintain a log of the supervision date, duration, content and who was supervised by whom; and

8.7. The Contractor shall ensure staff licensed or certified shall receive supervision in accordance with the requirement of their licensure.

9. Orientation for Individuals Receiving Services

9.1. The Contractor shall conduct an orientation for individuals receiving services upon admission to program, either individually or by group, that includes:

9.1.1. Rules, policies, and procedures of the program and facility;

9.1.2. Requirements for successfully completing the program;

9.1.3. The administrative discharge policy and the grounds for administrative discharge;

9.1.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and

9.1.5. Requiring the individual to sign and date a receipt that the orientation was conducted.

10. Treatment Plans

10.1. The Contractor shall ensure a licensed counselor or an unlicensed counselor, under the supervision of a licensed counselor, develops and maintains a written treatment plan for each individual receiving services in accordance with SAMHSA TAP 21: Addiction Counseling Competencies, which addresses all ASAM domains. The Contractor shall ensure the treatment plan:

10.1.1. Identifies the individual's clinical needs, treatment goals, and objectives.

10.1.2. Identifies the individual's strengths and resources for achieving goals and objectives above;

10.1.3. Defines the strategy for providing services to meet the individual's needs, goals, and objectives;

10.1.4. Identifies and documents referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;

10.1.5. Provides the criteria for terminating specific interventions;

10.1.6. Includes specification and description of the indicators to be used to assess the individual's progress;

10.1.7. Includes documentation of participation in the treatment planning process or the reason why the individual did not participate; and

10.1.8. Includes signatures of the individual and the counselor agreeing to the treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.

10.1.9. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB.

11. Group education and counseling

11.1. The Contractor shall maintain an outline of each educational and group therapy session provided.

11.2. The Contractor shall ensure all group counseling sessions are limited to 12 individuals or fewer per counselor.

12. Progress notes

12.1. The Contractor shall ensure progress notes are completed for each individual, group, or family treatment or education session.

12.2. The Contractor shall ensure progress notes include, but not limited to:

12.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;

12.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and

12.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session.

13. Discharge and Transfer

13.1. The Contractor shall discharge an individual from a program for the following reasons:

13.1.1. Program completion or transfer based on changes in the individual's functioning relative to ASAM criteria;

13.1.2. Program termination, including:

13.1.2.1. Administrative discharge;

13.1.2.2. Non-compliance with the program;

13.1.2.3. The individual left the program before completion against advice of treatment staff; and

13.1.3. The individual is inaccessible, due to reasons that may include incarceration or hospitalization.

13.2. The Contractor shall ensure that counselors complete a narrative discharge summary in all cases of individual discharge or transfer. The Contractor shall ensure the discharge summary includes, but is not limited to:

13.2.1. The dates of admission and discharge or transfer.

13.2.2. The individual's psychosocial substance misuse history and legal history.

13.2.3. A summary of the individual's progress toward treatment goals in all ASAM domains.

13.2.4. The reason for discharge or transfer.

13.2.5. The individual's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment.

13.2.6. A summary of the individual's physical and mental health condition at the time of discharge or transfer.

13.2.7. A continuing care plan, including all ASAM domains.

13.2.8. A determination as to whether the individual would be eligible for re-admission to treatment, if applicable.

13.2.9. The dated signature of the counselor completing the summary.

13.3. The Contractor shall ensure the discharge summary is completed:

13.3.1. No later than seven (7) days following an individual's discharge or transfer from the program; or

13.3.2. For withdrawal management services, by the end of the next business day following an individual's discharge or transfer from the program.

13.4. The Contractor shall ensure, when transferring an individual from one level of care to another within the same certified Contractor agency or to another treatment provider, the counselor:

13.4.1. Completes a progress note on the client's treatment and progress towards treatment goals, to be included in the individual's record; and

13.4.2. Updates the individual assessment and treatment plan.

13.5. The Contractor shall forward copies of the information to a receiving provider when transferring an individual to another treatment provider, upon receiving a signed release of confidential information from the individual. The Contractor shall ensure information includes:

13.5.1. The discharge summary;

13.5.2. Individual demographic information, including the individual's name, date of birth, address, telephone number, and the last four (4) digits of their Social Security number; and

13.5.3. A diagnostic assessment statement and other assessment information, including:

13.5.3.1. TB test results;

13.5.3.2. A record of the individual's treatment history; and

13.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.

13.6. The Contractor shall ensure the counselor meets with the individual at the time of discharge or transfer to establish a continuing care plan. The Contractor shall ensure the continuing care plan:

13.6.1. Includes recommendations for continuing care in all ASAM domains;

13.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and

13.6.3. Assists the individual in making contact with other agencies or services.

13.7. The Contractor shall ensure the counselor documents, in the individual's service record, if and why the meeting described above could not take place.

13.8. The Contractor shall ensure individuals receiving services through this Agreement are only administratively discharged for the following reasons:

13.8.1. The individual's behavior on program premises is abusive, violent, or illegal;

13.8.2. The individual is non-compliant with prescription medications;

13.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the individual's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or

13.8.4. The individual violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

14. **Individual Service Record System**

14.1. The Contractor shall implement a comprehensive system in paper and/or electronic format to maintain service records for each individual receiving services. The Contractor shall ensure service records are:

14.1.1. Organized into related sections with entries in chronological order;

14.1.2. Easy to read and understand;

14.1.3. Complete, containing all the parts;

14.1.4. In compliance with all applicable confidentiality laws, including 42 CFR Part 2 and Exhibit K;

14.1.5. Up-to-date, including notes of most recent contacts; and

14.1.6. Accessible to the Department upon request.

14.2. The Contractor shall ensure service records are organized as follows:

14.2.1. First section, Intake/Initial Information:

14.2.1.1. Identification data, including the individual's:

14.2.1.1.1. Name;

14.2.1.1.2. Date of birth;

14.2.1.1.3. Address;

14.2.1.1.4. Telephone number; and

14.2.1.1.5. The last four (4) digits of the individual's Social Security number;

14.2.1.2. The date of admission;

14.2.1.3. Name, address, and telephone number of the individual's:

14.2.1.3.1. Legal guardian;

14.2.1.3.2. Representative payee;

14.2.1.3.3. Emergency contact;

14.2.1.3.4. The person or entity referring the individual for services, as applicable;

14.2.1.3.5. Primary health care provider;

14.2.1.3.6. Behavioral health care provider, if applicable;

14.2.1.3.7. Public or private health insurance provider(s), or both;

14.2.1.4. The individual's religious preference, if any;

14.2.1.5. The individual's personal health history;

14.2.1.6. The individual's mental health history;

14.2.1.7. Current medications;

14.2.1.8. Records and reports prepared prior to the individual's current admission and determined by the counselor to be relevant; and

14.2.1.9. Signed receipt of notification of individual rights;

14.2.2. Second section, Screening/Assessment/Evaluation:

14.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit B.

14.2.3. Third section, Treatment Planning:

14.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Exhibit B and in this Exhibit B-1; and

14.2.3.2. Signed and dated progress notes and reports from all programs involved.

14.2.4. Fourth section, Discharge Planning:

14.2.4.1. A narrative discharge summary, as required in this Exhibit B-1.

14.2.5. Fifth section, Releases of Information/Miscellaneous:

14.2.5.1. Release of information forms compliant with 42 CFR, Part 2;

14.2.5.2. Any correspondence pertinent to the individual; and

14.2.5.3. Any other pertinent information the Contractor deemed significant.

14.3. If the Contractor utilizes a paper format record system, then the sections identified above shall be tabbed sections.

15. Medication Services

15.1. The Contractor shall ensure no administration of medications, including physician samples, occur except by a licensed medical practitioner working within their scope of practice.

15.2. The Contractor shall ensure all prescription medications brought by an individual to program are in their original containers and legibly display the following information:

15.2.1. The individual's name;

15.2.2. The medication name and strength;

15.2.3. The prescribed dose;

15.2.4. The route of administration;

15.2.5. The frequency of administration; and

15.2.6. The date ordered.

15.3. The Contractor shall ensure any change or discontinuation of prescription medications includes a written order from a licensed practitioner.

15.4. The Contractor shall ensure all prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the individual's person or stored in the individual's room, are stored as follows:

15.4.1. All medications are kept in a storage area that is:

15.4.1.1. Locked and accessible only to authorized personnel;

15.4.1.2. Organized to allow correct identification of each individual's medication(s);

15.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and

15.4.1.4. Equipped to maintain medication at the proper temperature;

15.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, are kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and

15.4.3. Topical liquids, ointments, patches, creams and powder forms of products are stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.

15.5. The Contractor shall ensure medication belonging to staff are only accessible to staff and are stored separately from medications belonging to individuals served.

15.6. The Contractor shall ensure over-the-counter (OTC) medications brought into the program by individuals receiving services are:

15.6.1. In original, unopened containers;

15.6.2. Are stored in accordance with this Exhibit B-1;

15.6.3. Are marked with the name of the individual using the medication; and

15.6.4. Are taken in accordance with the directions on the medication container or as ordered by a licensed practitioner.

15.7. The Contractor shall ensure all medications self-administered by an individual, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the individual without supervision, are supervised by the program staff. The Contractor shall ensure staff:

15.7.1. Remind the individual to take the correct dose of their medication at the correct time;

15.7.2. May open the medication container but do not physically handle the medication itself in any manner; and

15.7.3. Remain with the individual to observe them taking the prescribed dose and type of medication;

15.7.4. Document each medication taken in an individual's medication log, which includes:

15.7.4.1. The medication name, strength, dose, frequency and route of administration;

15.7.4.2. The date and the time the medication was taken;

15.7.4.3. The signature or identifiable initials of the staff supervising the consumption of the medication by the individual receiving services; and

15.7.4.4. The reason for any medication refused or omitted, as applicable.

15.8. The Contractor shall ensure the individual's medication log is included in the individual's record and any remaining medication is taken with the individual upon their discharge.

16. Notice of Rights for Individuals Receiving Services

16.1. The Contractor shall ensure programs inform individuals of their rights in clear, understandable language and form, both verbally and in writing. The Contractor shall ensure:

16.1.1. Applicants for services are informed of their rights to evaluations and access to treatment;

16.1.2. Individuals are advised of their rights upon entry into any program and annually thereafter; and

16.1.3. Initial and annual notifications of individual rights are documented in the individual's record.

16.2. The Contractor shall ensure every program within the service delivery system posts notice of the rights, as follows:

16.2.1. The notice is continually posted in an area accessible by all;

16.2.2. The notice is presented in clear, understandable language and form; and

16.2.3. Each program and residence has, on the premises, complete copies of rules pertaining to individual rights that are available for individual review.

17. Fundamental Rights of Individuals Receiving Services

17.1. The Contractor shall ensure no individual receiving treatment for a substance use disorder is deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.

18. Personal Rights

18.1. The Contractor shall ensure individuals who are applicants for services or receiving services are treated by program staff with dignity and respect at all times.

18.2. The Contractor shall ensure individuals are free from abuse, neglect and exploitation which may include, but is not limited to:

18.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;

18.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the individual or others; and

18.2.3. Freedom from personal or financial exploitation.

18.3. The Contractor shall ensure individuals receiving services retain the right to privacy.

19. Client Confidentiality

19.1. The Contractor shall comply with the confidentiality requirements in 42 CFR part 2.

19.2. The Contractor shall ensure copies of individual service records for the individual, attorney or other authorized person are available at no charge for the first 25 pages and not more than $0.25 per page thereafter, after review of the record.

19.3. The Contractor shall ensure, if a minor age 12 or older is treated for substance use disorders without parental consent as authorized by RSA 318:B12-a:

19.3.1. The minor's signature alone authorizes a disclosure; and

19.3.2. Any disclosure to the minor's parents or guardians requires a signed authorization to release.

20. Grievances of Individuals Receiving Services

20.1. The Contractor shall ensure individuals receiving services have the right to complain about any matter, including any alleged violation of a right afforded by this Exhibit B-1 or by any state or federal law or rule.

20.2. The Contractor shall ensure any person has the right to complain or bring a grievance on behalf of an individual or a group of individuals.

21. Treatment Rights

21.1. The Contractor shall ensure individuals receiving services have the right to adequate and humane treatment, including:

21.1.1. The right of access to treatment including:

21.1.1.1. The right to evaluation to determine an individual's need for services and to determine which programs are most suited to provide the services needed; and

21.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and

21.1.2. The right to quality treatment including:

21.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the individuals and

programs providing the treatment and to the conditions for which the individual is being treated;

21.1.3. The right to receive services in such a manner as to promote the individual's full participation in the community;

21.1.4. The right to receive all services or treatment to which an individual is entitled in accordance with the time frame set forth in the individual's treatment plan;

21.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with this Exhibit B-1 which addresses the individual's own goals;

21.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the individual to participate in meaningful activities in the communities in which the individual lives and works;

21.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:

21.1.7.1. Freedom of movement; and

21.1.7.2. Participation in the community, while providing the level of support needed by the individual;

21.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:

21.1.8.1. Whenever possible, the consent shall be given in writing; and

21.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;

21.1.9. The right to refuse to participate in any form of experimental treatment or research;

21.1.10. The right to be fully informed of one's own diagnosis and prognosis;

21.1.11. The right to voluntary placement including the right to:

21.1.11.1. Seek changes in placement, services or treatment at any time; and

21.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;

21.1.12. The right to services which promote independence including services directed toward:

21.1.12.1. Eliminating, or reducing as much as possible, the individual's needs for continued services and treatment; and

21.1.12.2. Promoting the ability of the individuals to function at their highest capacity and as independently as possible;

21.1.13. The right to refuse medication and treatment;

21.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;

21.1.15. The right to consultation and second opinion including:

21.1.15.1. At the individual's own expense, the consultative services of:

21.1.15.1.1. Private physicians;

21.1.15.1.2. Psychologists;

21.1.15.1.3. Licensed drug and alcohol counselors; and

21.1.15.1.4. Other health practitioners; and

21.1.15.2. Granting to such health practitioners reasonable access to the individual, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;

21.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring an individual's participation and informed decision-making:

21.1.16.1. Guardian;

21.1.16.2. Representative;

21.1.16.3. Attorney;

21.1.16.4. Family member;

21.1.16.5. Advocate; or

21.1.16.6. Consultant; and

21.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical, or pharmacological restraint, unless the individual is at risk of self-harm or harm to others.

21.2. The Contractor shall ensure no treatment professional is required to administer treatment contrary to such professional's clinical judgment.

21.3. The Contractor shall ensure programs maximize the decision-making authority of the individual.

21.4. The Contractor shall ensure the following provisions apply to individuals for whom a guardian has been appointed by a court:

21.4.1. The guardian and all individuals involved in the provision of services are made aware of the individual's views, preferences and aspirations;

21.4.2. A guardian only makes decisions that are within the scope of the powers set forth in the guardianship order issued by the court;

21.4.3. The program requests a copy of the guardianship order from the guardian;

21.4.4. The order is kept in the individual's record at the program;

21.4.5. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the individual's choice and preference relative to those issues prevail unless the guardian's authority is expanded by the court to include those issues;

21.4.6. A program takes steps that are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:

21.4.6.1. Reviewing with the guardian the limits on their decision-making authority; and

21.4.6.2. Bringing the matter to the attention of the court that appointed the guardian, if necessary;

21.4.7. The guardian acts in a manner that furthers the best interests of the individual;

21.4.8. In acting in the best interests of the individual, the guardian takes the views, preferences, and aspirations of the individual into consideration;

21.4.9. The program takes steps that are necessary to prevent a guardian from acting in a manner that does not further the best interests of the individual and, if necessary, brings the matter to the attention of the court that appointed the guardian; and

21.4.10. In the event that there is a dispute between the program and the guardian, the program informs the guardian of their right to bring the dispute to the attention of the court that appointed the guardian.

22. Termination of Services

22.1. The Contractor shall terminate an individual from services if the individual:

22.1.1. Endangers or threatens to endanger other individuals or staff, or engages in illegal activity on the property of the program;

22.1.2. Is no longer benefiting from the service(s) provided;

22.1.3. Cannot agree with the Contractor on a mutually acceptable course of treatment;

22.1.4. Refuses to pay for the services received despite having the financial resources to do so; or

22.1.5. Refuses to apply for benefits that could cover the cost of the services received despite the fact that the individual is or may be eligible for benefits.

22.2. The Contractor shall ensure termination does not occur unless the program has given both written and verbal notice to the individual and individual's guardian, if any, that:

22.2.1. Identifies the effective date of termination;

22.2.2. Lists the clinical or management reasons for termination; and

22.2.3. Explains the rights to appeal and the appeal process.

22.3. The Contractor shall document in the service record of an individual who has been terminated that:

22.3.1. The individual has been notified of the termination; and

22.3.2. The termination has been approved by the program administrator.

23. Rights for Individuals Receiving Residential Programs

23.1. The Contractor shall ensure individuals of residential programs retain the following rights:

23.1.1. The right to a safe, sanitary, and humane living environment;

23.1.2. The right to privately communicate with others, including:

23.1.2.1. The right to send and receive unopened and uncensored correspondence;

23.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive a reasonable number of telephone calls, except that residential programs may require an individual to reimburse them for the cost of any calls made by the individual; and

23.1.2.3. The right to receive and to refuse to receive visitors, except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services;

23.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for individuals to engage in such activities;

23.1.4. The right to privacy, including the following:

23.1.4.1. The right to courtesies that include, but are not limited to, knocking on closed doors before entering and ensuring privacy for telephone calls and visits;

23.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and

23.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;

23.1.5. The right to individual choice, including the following:

23.1.5.1. The right to keep and wear their own clothes;

23.1.5.2. The right to space for personal possessions;

23.1.5.3. The right to keep and to read materials of their own choosing;

23.1.5.4. The right to keep and spend their own money; and

23.1.5.5. The right not to perform work for the Contractor and to be compensated for any work performed, except that:

23.1.5.5.1. Individuals may be required to perform personal housekeeping tasks within the individual's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and

23.1.5.5.2. Individuals may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the individual is compensated for work performed; and

23.1.5.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.

23.2. The Contractor shall ensure policies governing individual behavior within a residence are developed, implemented, and available to the Department as requested. The Contractor shall ensure:

23.2.1. Individuals are informed of any house policies upon admission to the residence.

23.2.2. House policies are posted and such policies shall conform to this section.

23.2.3. House policies are periodically reviewed for compliance with this section in connection with quality assurance site visits.

23.2.4. Notwithstanding Section 23.1.4.3 above, development of policies and procedures allowing searches for alcohol and illicit drugs to be conducted:

23.2.4.1. Upon the individual's admission to the program; and

23.2.4.2. If probable cause exists, including such proof as:

23.2.4.2.1. A positive test showing presence of alcohol or illegal drugs; or

23.2.4.2.2. Showing physical signs of intoxication or withdrawal.

24. State and Federal Requirements

24.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall take precedence. The requirements specified below are provided herein to increase the Contractor's compliance.

24.2. The Contractor agrees to the following state and/or federal requirements for specialty treatment for pregnant and parenting women:

24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.2. The program provides or arranges for primary medical care for women who are receiving substance use disorder services, including prenatal care.

24.2.3. The program provides or arranges for childcare with the women are receiving services.

24.2.4. The program provides or arranges for primary pediatric care for the women's children, including immunizations.

24.2.5. The program provides or arranges for gender-specific substance use disorder treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, neglect, and parenting.

24.2.6. The program provides or arranges for therapeutic interventions for children in custody of women in treatment that may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.

24.2.7. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.

24.3. The Contractor shall assist the individual in finding and engaging in a service, which may include, but is not limited to, helping the individual locate an

appropriate provider, referring individuals to the needed service provider, setting up appointments for individuals with those providers, and assisting the individual with attending appointments with the service provider(s).

24.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:

24.4.1. Within seven (7) days of reaching 90% of capacity, the program notifies the Department that 90% capacity has been reached.

24.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug use not later than:

24.4.2.1. 14 days after making the request; or

24.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance use disorder treatment program.

24.4.3. The program has established a waitlist that includes a unique patient identifier for each injecting drug user seeking treatment, including individuals receiving interim services while awaiting admission.

24.4.4. The program has a mechanism that enables it to:

24.4.4.1. Maintain contact with individuals awaiting admission;

24.4.4.2. Admit or transfer waiting list individuals at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the individual; and

24.4.4.3. The program takes individuals awaiting treatment off the waiting list only when one of the following conditions exist:

24.4.4.3.1. Individuals cannot be located for admission into treatment or

24.4.4.3.2. Individuals refuse treatment

24.4.5. The program includes activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach that can reasonably be expected to be an effective outreach method.

24.4.6. The program has procedures for:

24.4.6.1. Selecting, training, and supervising outreach workers.

24.4.6.2. Contacting, communicating, and following up with individuals at high-risk of substance misuse, their associates, and

neighborhood residents within the constraints of Federal and State confidentiality requirements.

24.4.6.3. Promoting awareness among people who inject drugs about the relationship between injection drug use and communicable diseases.

24.4.6.4. Recommending steps that can be taken to ensure communicable diseases do not occur.

24.4.7. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance use disorder services, except in cases when each of the following conditions is met:

24.4.7.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.

24.4.7.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.

24.4.7.3. A physician makes a determination that the following conditions have been met:

24.4.7.3.1. The primary diagnosis of the individual is substance use disorder and the physician certifies that fact.

24.4.7.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.

24.4.7.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.

24.4.7.3.4. The hospital-based substance use disorder program follows national standards of substance use disorder professional practice.

24.4.7.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)

24.4.8. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.

24.4.9. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.

24.4.10. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.

24.4.11. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.

24.4.12. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.

24.4.13. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.

24.4.14. The program uses the SAPT Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:

24.4.14.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program; and

24.4.14.2. Secure payments from individuals for services in accordance with their ability to pay.

24.4.15. The Contractor shall comply with all relevant state and federal laws such as but not limited to:

24.4.15.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale in Exhibit C shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.

24.4.15.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 25.00%, federal funds from the Substance Abuse Prevention and Treatment Block Grant, as awarded October 1, 2020 and October 1, 2022, by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, CFDA 93.959 FAIN TI083464.
   1.2. 44.26%, federal funds from the State Opioid Response Grant, as awarded September 30, 2021, by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, CFDA # 93.788, FAIN TI083326, which are only ***effective from the contract effective date through September 29, 2022***.
   1.3. 12.88% General funds.
   1.4. 17.87% Other funds (Governors Commission).
2. For the purposes of this Agreement:
   2.1. The Department has identified the Contractor as a SUBRECIPIENT, in accordance with 2 CFR 200.331.
   2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
   2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
3. 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 item, as specified in Exhibit C-1, SUD Treatment Services Budget through Exhibit C-3, SUD Treatment Services Budget.
   3.1. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
   3.2. Ensure approval for Exhibit C-1, SUD Treatment Services Budget through Exhibit C-3, SUD Treatment Services Budget is received from the Department prior to submitting invoices for payment.
   3.3. Request payment for actual expenditures incurred in the fulfillment of this Agreement, and in accordance with the Department-approved budgets.
4. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 days from the contract Effective Date, which shall be retained by the Department. The Contractor shall submit budgets as follows:

4.1. One (1) budget for each tiered service that specifies expenses for the period from October 1, 2021 through June 30, 2022, as follows:

4.1.1. Exhibit C-1, SUD Treatment Services Budget

5. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2022, which shall be retained by the Department. The Contractor shall submit budgets as follows:

5.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2022 through June 30 2023, as follows:

5.1.1. Exhibit C-2, SUD Treatment Services Budget

6. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2023, which shall be retained by the Department. The Contractor shall submit budgets as follows:

6.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2023 through September 29, 2023, as follows:

6.1.1. Exhibit C-3, SUD Treatment Services Budget

7. The Contractor shall bill and seek reimbursement for services provided to individuals as follows:

7.1. 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.

7.2. 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.

7.3. For individuals whose private insurer will not remit payment for the full amount, the Contractor shall bill the individual based on the sliding fee scale below.

Percentage of Individual's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit C-1, to Charge the Individual
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%

350% - 399%	77%

7.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in approved budgets for which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor shall directly bill the Department to access funds in this Agreement.

7.5. Invoices for individuals without health insurance or other coverage for the services they receive, and for operational costs must include general ledger detail indicating the invoice is only for net expenses and must reflect only amounts up to the current Medicaid rate for the services provided.

7.6. Services provided to incarcerated individuals will be reimbursable only with General Funds and Governor Commission Funds for actual costs incurred, and payable upon Department approval.

8. Additional Billing Information for Room & Board for individuals receiving Medicaid who are in resdential or transitional living level of care and who have Opioid Use Disorder (OUD) or Stimulant Use Disorder, as defined in the SOR grant of which funding is only available ***from the contract effective date through September 29, 2022***.

8.1. The Contractor shall invoice the Department for Room and Board payments up to ***$100*** per day for individuals receiving Medicaid who also have OUD or Stimulant Use Disorders in residential level of care.

8.2. The Contractor shall invoice the Department for Room and Board payments up to ***$75*** per day for individuals receiving Medicaid who also have OUD or Stimulant Use Disorders in transition living level of care.

8.3. With the exception of room and board payments for transitional living, the Contractor shall not bill the Department for Room and Board payments In excess of ***$551,600***.

8.4. The Contractor shall maintain documentation that includes, but is not limited to:

8.4.1. Medicaid ID of the individual receiving services.

8.4.2. WITS ID of the individual receiving services, if applicable.

8.4.3. Period for which room and board payments apply.

8.4.4. Level of Care for which the individual received services for the date range identified in 8.4.3.

8.4.5. Amount being billed to the Department for the service.

8.5. The Contractor shall ensure individuals receiving services rendered from SOR funds have a documented history or current diagnoses of Opioid Use Disorder (OUD) or Stimulant Use Disorders.

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

8.7. The Contractor shall only bill room and board for individuals with OUD and/or Stimulant Use Disorders that are Medicaid coded for either residential and/or transitional living services.

9. Non-Reimbursement for Services

9.1. The Department shall not reimburse the Contractor for services provided through this contract when a individual has or may have an alternative payer for services described in the Exhibit B, Scope of Work, including, but not limited to:

9.1.1. Services covered by any New Hampshire Medicaid programs for individuals who are eligible for New Hampshire Medicaid.

9.1.2. Services covered by Medicare for individuals who are eligible for Medicare.

9.2. Notwithstanding Section 9.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a individual needs a service that is not covered by the payers listed in Section 9.1.

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

9.4. Notwithstanding Section 9.1 above, when payment of the deductible or copay would constitute a financial hardship for the individual, the Contractor shall seek reimbursement from the State for the deductible based on the sliding fee scale, not to exceed $4,000 per individual per treatment episode.

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

9.5.1. If the individual owns a vehicle:

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

9.5.2. If the individual does not own a vehicle:

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

10. The Contractor shall submit an invoice and supporting backup documentation to the Department no later than the 15th working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall:

10.1. Ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

10.2. Ensure invoices are net any other revenue received towards the services billed in fulfillment of this Agreement.

10.3. Ensure backup documentation includes, but is not limited to:

10.3.1. General Ledger showing revenue and expenses for the contract.

10.3.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.

10.3.2.1. Per 45 CFR Part 75.430(i)(1), charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.

10.3.2.2. Attestation and time tracking templates, which are available to the Department upon request.

10.3.3. Receipts for expenses within the applicable state fiscal year.

10.3.4. Cost center reports.

10.3.5. Profit and loss repors.

10.3.6. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.

10.3.7. Information requested by the Department verifying allocation or offset based on third party revenue received.

10.3.8. Summaries of patient services revenue and operating revenue and other financial infofrmation as requested by the Department.

11. The Contractor shall review and comply with further restrictions included in the Funding Opportunity Announcement (FOA).

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT C

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

    Program Manager
    Department of Health and Human Services
    Bureau of Drug & Alcohol Services
    105 Pleasant Street
    Concord, NH 03301

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

14. The Department shall make payment to the Contractor within 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.

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

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

17. 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.

18. 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.

19. 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.

20. Audits

    20.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if **any** of the following conditions exist:

    20.1.1. 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.

DS DE

20.1.2. 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.

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

20.2. 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.

20.3. 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.

20.4. 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.

20.5. 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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New Hampshire Department of Health and Human Services
Exhibit D

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

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Vendor Initials _____
Date 9/13/2021

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:
Denise Elwart
2FE00E0BC0394EA...

9/13/2021
Date

Name: Denise Elwart
Title: Executive Director

DS
DE

Vendor Initials

Date 9/13/2021

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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:

9/13/2021
Date

DocuSigned by:
Denise Elwart
Name: Denise Elwart
Title: Executive Director

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Vendor Initials

9/13/2021
Date

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

PRIMARY COVERED TRANSACTIONS

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

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

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name:

DocuSigned by:
Denise Elwart
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9/13/2021
Date

Name: Denise Elwart
Title: Executive Director

DS
DE

Contractor Initials _____
9/13/2021
Date _____

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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.

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:
Denise Elwart
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9/13/2021
Date

Name: Denise Elwart
Title: Executive Director

DocuSign Envelope ID: D35546B7-CCF9-40F0-A33F-17790B1303D1

DocuSign Envelope ID: E48E9BC9-D6A8-4D2B-8F3C-7699A29C4789

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:
Denise Elwart
1FE00E08C0334EA...

9/13/2021
Date

Name: Denise Elwart
Title: Executive Director

DocuSign Envelope ID: D35546B7-CCF9-40F0-A33F-17790B1303D1

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HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) **Obligations and Activities of Business Associate.**

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

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) Obligations of Covered Entity

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

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

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

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

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

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

Department of Health and Human Services	South Eastern NH Alcohol & Drug Abuse Services
The State	Name of the Contractor
Katja Fox	Denise Elwart
Signature of Authorized Representative	Signature of Authorized Representative
Katja Fox	Denise Elwart
Name of Authorized Representative	Name of Authorized Representative
Director	Executive Director
Title of Authorized Representative	Title of Authorized Representative
9/14/2021	9/13/2021
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:
Denise Elwart
2FE00BADC0394EA...

9/13/2021
Date

Name: Denise Elwart
Title: Executive Director

DS
DE
Contractor Initials

9/13/2021
Date

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The DUNS number for your entity is: 963911560

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

   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: Denise Elwart Amount: 95,000
   Name: _____ Amount: _____
   Name: _____ Amount: _____
   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

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

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and 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.

DS
DE
Contractor Initials _____

Date 9/13/2021

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 Health and Human Services
Amendment #1

This Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Belonging Medical Group, PLLC ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 13, 2021, (Item #30), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37, General Provisions, Block 1.6. Account Number, to read:

   010-95-92-920510-33820000

2. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.7. Assistance Enrolling in Insurance Programs, Paragraph 3.7.1. by adding Subparagraph 3.7.1.4. as follows:

   3.7.1.4. New Hampshire Medicare programs.

3. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.10., Coordination of Care, by adding Paragraph 3.10.13. as follows:

   3.10.13. The Contractor shall use a referral system, which has been approved by the Department, to connect individuals to health and social service providers, as needed.

4. Modify Exhibit B, Section 3.16. State Opioid Response (SOR) Grant Standards, to read:

   3.16. RESERVED

5. Modify Exhibit B, Section 6, Staffing, Subsection 6.1, Paragraph 6.1.1 to read:

   6.1.1. A minimum of one (1) New Hampshire Licensed Supervisor.

6. Modify Exhibit B, Section 6, Staffing, Subsection 6.11 to read:

   6.11. The Contractor shall ensure no Licensed Supervisor shall supervise more than 12 staff unless the Department has approved an alternative supervision plan.

7. Modify Exhibit B, Section 11, Additional Terms, Subsection 11.3, Credits and Copyright Ownership, Paragraph 11.3.1. to read:

   11.3.1. If the Contractor publicly references or markets their use of American Society of Addiction Medicine (ASAM) criteria, or utilizes language related to ASAM levels of care in promotion or marketing of their services, the Contractor shall:

   11.3.1.1. Sign and have in effect, Exhibit L, Amendment #1, Sample End User

License Agreement with the Department, prior to such referencing or marketing.

11.3.1.2. Comply with the executed End User Agreement, or shall otherwise not be permitted to publicly reference or market the use of anything related to ASAM.

8. Modify Exhibit B, by adding Section 12, Maintenance of Fiscal Integrity, as follows:

12. Maintenance of Fiscal Integrity

12.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement (total organization and program-level), and Cash Flow Statement for the Contractor. Program-level Profit and Loss Statement shall include all revenue sources and all related expenditures for that program. The program-level Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Outside of the program-level Profit and Loss Statement and budget to actual analysis, all other statements shall be reflective of the entire Belonging Medical Group, PLLC organization and shall be submitted on the same day the reports are submitted to the Board, but no later than the fourth (4th) Wednesday of the month. Additionally, the Contractor will provide interim profit and loss statements for every program area, reported as of the 20th of the month, by the last day of every month. The Contractor will be evaluated on the following:

12.1.1. Days of Cash on Hand:

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

12.1.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock. Any amount of cash from a line of credit should be broken out separately.

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

12.1.2. Current Ratio:

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

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

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

12.1.3. Debt Service Coverage Ratio:

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

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

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

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

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

12.1.4. Net Assets to Total Assets:

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

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

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

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

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

12.1.5. Total Lines of Credit:

12.1.5.1. The Contractor will provide a listing of every line of credit and amount outstanding for each line.

12.1.5.2. The Contractor will report on any new borrowing activities.

12.1.5.3. The Contractor will report on any instances of non-compliance with any loan covenant or agreement.

DS
Contractor Initials SK
Date 2/23/2022

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

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

12.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months; or

12.2.3. Does not meet the reporting timeframe; then

12.3. The Department may exercise any of the following:

12.3.1. Require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards;

12.3.2. Notwithstanding paragraph 8 of the General Provisions, Form P-37 of this Agreement, require the Contractor to submit a comprehensive corrective action plan within 30 calendar days of notification that 12.2.1. and/or 12.2.2. have not been met;

12.3.2.1. If a corrective action plan is required, the Contractor shall update the corrective action plan at least every 30 calendar days until compliance is achieved.

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

12.3.3. Terminate the contract pursuant to the General Provisions, Form P-37 of this Agreement.

9. Modify Exhibit B-1, Operational Requirements, by replacing it in its entirety with Exhibit B-1, Amendment #1, Operational Requirements, which is attached hereto and incorporated by reference herein.

10. Modify Exhibit C, Payment Terms, by replacing it in its entirety with Exhibit C, Amendment #1, Payment Terms, which is attached hereto and incorporated by reference herein.

11. Modify Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, by replacing it in its entirety with Exhibit I – Amendment #1, Health Insurance Portability and Accountability Act Business Associate Agreement, which is attached hereto and incorporated herein.

12. Add Exhibit L, Amendment #1, Sample ASAM End User License Agreement, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

2/24/2022
Date

DocuSigned by:
Katja S. Fox
ED9D05B04C63442...
Name: Katja S. Fox
Title: Director

Belonging Medical Group, PLLC

2/23/2022
Date

DocuSigned by:
Steven Kelly
2ACA620BD60B488...
Name: Steven Kelly
Title: COO

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

OFFICE OF THE ATTORNEY GENERAL

2/24/2022
Date

DocuSigned by:
Robyn Guarino
748734844941460...
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B-1 Amendment #1

Operational Requirements

1. Requirements for Organizational or Program Changes.

1.1. The Contractor shall provide written notification to the Department no later than 30 days prior to changes in:

1.1.1. Ownership;

1.1.2. Physical location; or

1.1.3. Name.

1.2. The Contractor shall submit a copy of the certificate of amendment from the New Hampshire Secretary of State with the effective date of the change to the Department, when there is a change of the ownership, physical location, or name of the organization.

2. Inspections and Enforcement Remedies

2.1. The Contractor shall allow any Department representative at any time to be admitted on the premises to inspect:

2.1.1. The facility;

2.1.2. All programs and services provided through this Agreement; and

2.1.3. Any records required by the Agreement.

2.2. The Contractor shall be issued a notice of deficiencies when the Department determines that the Contractor is not in compliance with contract requirements. The Contractor shall receive written notice from the Department, as applicable which:

2.2.1. Identifies each deficiency;

2.2.2. Identifies the specific proposed remedy(ies).

2.3. The Contractor shall receive notice from the Department for violations of contract requirements, that may include, but is not limited to:

2.3.1. The requirement to submit a Plan of Correction (POC).

2.3.2. The imposition of a directed POC from the Department.

2.3.3. Termination of the Agreement in accordance with the General Provisions, Form P-37.

3. Plans of Corrective Action

3.1. Notwithstanding paragraph 8, Event of Default, and paragraph 9, Termination of the General Provisions, Form P-37, the Contractor shall submit a written Plan of Correction (POC) to the Department within 21 days of receiving a notice of deficiencies, for review and acceptance. The Contractor shall ensure the POC includes, but is not limited to:

3.1.1. Steps to be taken to correct each deficiency.

3.1.2. Measures that will be put in place.

3.1.3. System changes to be made to ensure that the deficiency does not recur.

3.1.4. The date by which each deficiency will be corrected, ensuring the correction occurs no later than 90 days from the date the POC is submitted to the Department.

3.2. The Contractor shall ensure each POC:

3.2.1. Achieves compliance with contract requirements;

3.2.2. Addresses all deficiencies and deficient practices as cited in the notice of deficiencies; and

3.2.3. Mitigates the likelihood of a new violation of contract requirements as a result of implementation of the POC.

3.3. The Department shall notify the Contractor of the reasons for rejection of the POC, if the POC is not accepted. The Contractor shall:

3.3.1. Develop and submit a revised POC within 21 days of the date of the written notification of POC rejections.

3.3.2. Ensure the revised POC complies with POC standards identified above.

3.4. The Contractor shall be subject to a directed POC from the Department that specifies the corrective actions to be taken when:

3.4.1. Deficiencies were identified during an inspection that require immediate corrective action to protect the health and safety of the individuals receiving services or staff providing services.

3.4.2. The original POC is not submitted within 21 days of the date of the written notification of deficiencies;

3.4.3. The revised POC is rejected by the Department; or

3.4.4. The POC is not implemented by the completion date identified in the Department-accepted POC.

3.5. The Contractor shall admit and allow the Department access to the premises and records related to the Department-accepted POC, after the completion date identified in the POC, in order to verify the implementation of the POC, which may include, but is not limited to:

3.5.1. Review of materials submitted by the Contractor;

3.5.2. Follow-up inspection; or

3.5.3. Review of compliance during the next scheduled inspection.

4. **Duties and Responsibilities**

4.1. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to individuals on an ongoing basis.

4.2. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.

4.3. The Contractor shall employ an administrator responsible for the day-to-day operations of services provided in this Agreement. The Contractor shall:

4.3.1. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and

4.3.2. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor, the staff position(s) to be delegated, and the authority and responsibility to act in the administrator's behalf when the administrator is absent.

4.4. The Contractor shall ensure the following documents are posted in a public area:

4.4.1. A copy of the Contractor's policies and procedures relative to the implementation of rights and responsibilities for individuals receiving services, including confidentiality per 42 CFR Part 2; and

4.4.2. The Contractor's plan for fire safety, evacuation, and emergencies, identifying the location of, and access to all fire exits.

4.5. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the Department.

4.6. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the Department, and all court orders.

4.7. The Contractor shall follow the required procedures for the care of the individuals, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007 for residential programs, if the Contractor accepts an individual who is known to have a disease reportable under NH Administrative Rule He-P 301, or an infectious disease.

4.8. The Contractor shall comply with state and federal regulations on confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12.

4.9. The Contractor shall develop policies and procedures regarding the release of information contained in individual service records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.

4.10. The Contractor shall ensure all records relating to services provided through this Agreement are legible, current, accurate, and available to the Department during an inspection or investigation.

4.11. The Contractor shall ensure service site(s) are accessible to individuals with a disability, using Americans with Disabilities Act (ADA) accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq. The Contractor shall ensure service sites include:

4.11.1. A reception area separate from living and treatment areas;

4.11.2. A private space for personal consultation, charting, treatment and social activities, as applicable;

4.11.3. Secure storage of active and closed confidential individual records; and

4.11.4. Separate and secure storage of toxic substances.

4.12. The Contractor shall establish a code of ethics for staff that includes a mechanism for reporting unethical conduct.

4.13. The Contractor shall develop, implement, and maintain specific policies, including:

4.13.1. Rights, grievance, and appeals policies and procedures for individuals receiving services;

4.13.2. Progressive discipline, leading to administrative discharge;

4.13.3. Reporting and appealing staff grievances;

4.13.4. Alcohol and other drug use while in treatment;

4.13.5. Individual and employee smoking that are in compliance with Exhibit B, Section 3.16;

4.13.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;

4.13.7. Holding an individual's possessions;

4.13.8. Secure storage of staff medications;

4.13.9. Medication belonging to individuals receiving services;

4.13.10. Urine specimen collection, as applicable, that:

4.13.10.1. Ensures collection is conducted in a manner that preserves individual privacy as much as possible; and

4.13.10.2. Minimizes falsification;

4.13.11. Safety and emergency procedures on:

4.13.11.1. Medical emergencies;

4.13.11.2. Infection control and universal precautions, including the use of protective clothing and devices;

4.13.11.3. Reporting injuries;

4.13.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures; and

4.13.11.5. Emergency closings.

4.13.12. The Contractor shall develop, implement and maintain procedures for:

4.13.12.1. Protection of individual records that govern use of records, storage, removal, conditions for release of information, and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and

4.13.12.2. Quality assurance and improvement.

5. Collection of Fees.

5.1. The Contractor shall maintain procedures regarding collections from individual fees, co-insurance payments, cost-shares, private or public insurance, and other payers responsible for the individual's finances; and

5.2. The Contractor shall provide the individual, and the individual's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge at the time of screening and admission,

6. Screening and Denial of Services

6.1. The Contractor shall maintain a record of all individual screenings, including:

6.1.1. The individual's name and/or unique identifier;

6.1.2. The individual's referral source;

6.1.3. The date of initial contact from the individual or referring agency;

6.1.4. The date of screening; and

6.1.5. The result of the screening, including the reason for denial of services if applicable;

6.2. The Contractor shall record all referrals to and coordination with the Doorway and interim services or the reason that the referral was not made; for any individual who is placed on a waitlist. The Contractor shall:

6.2.1. Record all contact with the individual between screening and removal from the waitlist; and

6.2.2. Record the date the individual was removed from the waitlist and the reason for removal.

6.3. In the instance an individual requesting services is denied service(s), the Contractor shall:

6.3.1. Inform the individual of the reason for denial of service(s); and

6.3.2. Assist the individual in identifying and accessing appropriate available treatment.

6.4. The Contractor shall not deny services to an individual solely because the individual:

6.4.1. Previously left treatment against the advice of staff;

6.4.2. Relapsed from an earlier treatment;

6.4.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or

6.4.4. Has been diagnosed with a mental health disorder.

6.5. The Contractor shall report on denial of services to individuals at the request of the Department.

7. **Staffing Requirements**

7.1. The Contractor shall develop current job descriptions for all staff, including contracted staff, volunteers, and student interns, which includes:

7.1.1. Job title;

7.1.2. Physical requirements of the position;

7.1.3. Education and experience requirements of the position;

7.1.4. Duties of the position;

7.1.5. Positions supervised; and

7.1.6. Title of immediate supervisor.

7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which includes, but is not limited to:

7.2.1. Requiring a prospective employees to sign a releases to allow the Contractor to conduct a criminal record check;

7.2.2. Requiring the administrator or designee to obtain and review criminal record checks from the New Hampshire Department of Safety for each prospective employee;

7.2.3. Ensuring criminal record check standards are reviewed to ensure the health, safety, or well-being of individuals, beyond which shall be reason for non-selection for employment, including the following:

7.2.3.1. Felony convictions in this or any other state;

7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and

7.2.3.3. Findings by the Department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and

7.2.4. Waiver of 7.2.3 above for good cause shown.

7.3. The Contractor shall ensure all staff, which includes contracted staff, meet the educational, experiential, and physical qualifications of the position as listed in their job description. The Contractor shall ensure staff:

7.3.1. Do not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;

7.3.2. Are licensed, registered or certified as required by state statute and as applicable;

7.3.3. Receive an orientation within the first three (3) days of work or prior to direct contact with individuals, which includes:

7.3.3.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;

7.3.3.2. The Contractor's policies on the rights, responsibilities, and complaint procedures for individuals receiving services;

7.3.3.3. Federal and state confidentiality requirements;

7.3.3.4. Grievance procedures;

7.3.3.5. Job duties, responsibilities, policies, procedures, and guidelines;

7.3.3.6. Topics covered by both the administrative and personnel manuals;

7.3.3.7. The Contractor's infection prevention program;

7.3.3.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of staff in an emergency; and

7.3.3.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and

7.3.4. Sign and date documentation that they have taken part in an orientation as described above;

7.3.5. Complete a mandatory annual in-service education, which includes a review of all elements described above.

7.4. The Contractor shall ensure, prior to having contact with individuals receiving services, that employees and contracted employees:

7.4.1. Submit proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:

7.4.1.1. The name of the examinee;

7.4.1.2. The date of the examination;

7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;

7.4.1.4. Results of a 2-step TB test, Mantoux method or other method approved by the Centers for Disease Control; and

7.4.1.5. The dated signature of the licensed health practitioner.

7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and

7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium TB through shared air space with persons with infectious TB.

7.5. The Contractor shall ensure employees, contracted employees, volunteers and independent Contractors who have direct contact with individuals who have a history of TB or a positive skin test have a symptomatology screen of a TB test.

7.6. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student intern, volunteer, and contracted staff, which includes, but is not limited to:

7.6.1. A completed application for employment or a resume.

7.6.2. Identification data.

7.6.3. The education and work experience of the employee.

7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:

7.6.4.1. Position title;

7.6.4.2. Qualifications and experience; and

7.6.4.3. Duties required by the position.

7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable.

7.6.6. A signed and dated record of orientation as required above.

7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable.

7.6.8. Records of screening for communicable diseases results required above.

7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary.

7.6.10. Documentation of annual in-service education as required above that includes date of completion and signature of staff.

7.6.11. Information as to the general content and length of all continuing education or educational programs attended;

7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the individual's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy;

7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that the individual:

7.6.13.1. Does not have a felony conviction in this or any other state;

7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect, or exploitation or pose a threat to the health, safety or well-being of an individual; and

7.6.13.3. Has not had a finding by the Department or any administrative agency in NH or any other state for assault, fraud, abuse, neglect or exploitation of any person; and

7.6.14. Documentation of the criminal records check and any waivers, as applicable.

7.7. An individual need not re-disclose any of the matters in the criminal background check if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.

8. **Clinical Supervision of Unlicensed Counselors**

8.1. The Contractor shall ensure all unlicensed counselors providing treatment, education and/or recovery support services; and all uncertified CRSWs, are under the direct supervision of a licensed supervisor.

8.2. The Contractor shall ensure no licensed supervisor supervises more than 12 unlicensed staff, unless the Department has approved an alternative supervision plan.

8.3. The Contractor shall ensure unlicensed counselors receive a minimum of one (1) hour of supervision for every 20 hours of direct contact with individuals receiving services;

8.4. The Contractor ensures supervision is provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;

8.5. The Contractor shall ensure supervision includes:

8.5.1. Review of case records;

8.5.2. Observation of interactions with individuals receiving services;

8.5.3. Skill development; and

8.5.4. Review of case management activities;

8.6. The Contractor shall ensure supervisors maintain a log of the supervision date, duration, content and who was supervised by whom; and

8.7. The Contractor shall ensure staff licensed or certified shall receive supervision in accordance with the requirement of their licensure.

9. Orientation for Individuals Receiving Services

9.1. The Contractor shall conduct an orientation for individuals receiving services upon admission to program, either individually or by group, that includes:

9.1.1. Rules, policies, and procedures of the program and facility;

9.1.2. Requirements for successfully completing the program;

9.1.3. The administrative discharge policy and the grounds for administrative discharge;

9.1.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements;

9.1.5. Requiring the individual to sign and date a receipt that the orientation was conducted.

10. Treatment Plans

10.1. The Contractor shall ensure a licensed counselor or an unlicensed counselor, under the supervision of a licensed counselor, develops and maintains a written treatment plan for each individual receiving services in accordance with

SAMHSA TAP 21: Addiction Counseling Competencies, which addresses all ASAM domains. The Contractor shall ensure the treatment plan:

10.1.1. Identifies the individual's clinical needs, treatment goals, and objectives.

10.1.2. Identifies the individual's strengths and resources for achieving goals and objectives above;

10.1.3. Defines the strategy for providing services to meet the individual's needs, goals, and objectives;

10.1.4. Identifies and documents referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;

10.1.5. Provides the criteria for terminating specific interventions;

10.1.6. Includes specification and description of the indicators to be used to assess the individual's progress;

10.1.7. Includes documentation of participation in the treatment planning process or the reason why the individual did not participate; and

10.1.8. Includes signatures of the individual and the counselor agreeing to the treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.

10.1.9. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB.

11. Group education and counseling

11.1. The Contractor shall maintain an outline of each educational and group therapy session provided.

12. Progress notes

12.1. The Contractor shall ensure progress notes are completed for each individual, group, or family treatment or education session.

12.2. The Contractor shall ensure progress notes include, but not limited to:

12.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;

12.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and

12.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session.

13. Discharge

13.1. The Contractor shall discharge an individual from a program for the following reasons:

13.1.1. Program completion or transfer based on changes in the individual's functioning relative to ASAM criteria;

13.1.2. Program termination, including:

13.1.2.1. Administrative discharge;

13.1.2.2. Non-compliance with the program;

13.1.2.3. The individual left the program before completion against advice of treatment staff; and

13.1.3. The individual is inaccessible, due to reasons that may include incarceration or hospitalization.

13.2. The Contractor shall ensure that counselors complete a narrative discharge summary in all cases of individual discharge. The Contractor shall ensure the discharge summary includes, but is not limited to:

13.2.1. The dates of admission and discharge.

13.2.2. The individual's psychosocial substance misuse history and legal history.

13.2.3. A summary of the individual's progress toward treatment goals in all ASAM domains.

13.2.4. The reason for discharge.

13.2.5. The individual's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment.

13.2.6. A summary of the individual's physical and mental health condition at the time of discharge.

13.2.7. A continuing care plan, including all ASAM domains.

13.2.8. A determination as to whether the individual would be eligible for re-admission to treatment, if applicable.

13.2.9. The dated signature of the counselor completing the summary.

13.3. The Contractor shall ensure the discharge summary is completed:

13.3.1. No later than seven (7) days following an individual's discharge from the program; or

13.3.2. For withdrawal management services, by the end of the next business day following an individual's discharge from the program.

13.4. The Contractor shall ensure, when transferring an individual from one level of care to another within the same certified Contractor agency or to another treatment provider, the counselor:

13.4.1. Completes a progress note on the client's treatment and progress towards treatment goals, to be included in the individual's record; and

13.4.2. Updates the individual evaluation and treatment plan.

13.5. The Contractor shall forward copies of the information to a receiving provider when discharging an individual to another treatment provider, upon receiving a signed release of confidential information from the individual. The Contractor shall ensure information includes:

13.5.1. The discharge summary;

13.5.2. Individual demographic information, including the individual's name, date of birth, address, telephone number, and the last four (4) digits of their Social Security number; and

13.5.3. A diagnostic assessment statement and other assessment information, including:

13.5.3.1. TB test results;

13.5.3.2. A record of the individual's treatment history; and

13.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.

13.6. The Contractor shall ensure the counselor meets with the individual at the time of discharge or transfer to establish a continuing care plan. The Contractor shall ensure the continuing care plan:

13.6.1. Includes recommendations for continuing care in all ASAM domains;

13.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and

13.6.3. Assists the individual in making contact with other agencies or services.

13.7. The Contractor shall ensure the counselor documents, in the individual's service record, if and why the meeting described above could not take place.

13.8. The Contractor shall ensure individuals receiving services through this Agreement are only administratively discharged for the following reasons:

13.8.1. The individual's behavior on program premises is abusive, violent, or illegal;

13.8.2. The individual is non-compliant with prescription medications;

13.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the individual's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or

13.8.4. The individual violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

14. **Individual Service Record System**

14.1. The Contractor shall implement a comprehensive system in paper and/or electronic format to maintain service records for each individual receiving services. The Contractor shall ensure service records are:

14.1.1. Organized into related sections with entries in chronological order;

14.1.2. Easy to read and understand;

14.1.3. Complete, containing all the parts;

14.1.4. In compliance with all applicable confidentiality laws, including 42 CFR Part 2 and Exhibit K;

14.1.5. Up-to-date, including notes of most recent contacts; and

14.1.6. Accessible to the Department upon request.

14.2. The Contractor shall ensure service records are organized as follows:

14.2.1. First section, Intake/Initial Information:

14.2.1.1. Identification data, including the individual's:

14.2.1.1.1. Name;

14.2.1.1.2. Date of birth;

14.2.1.1.3. Address;

14.2.1.1.4. Telephone number; and

14.2.1.1.5. The last four (4) digits of the individual's Social Security number;

14.2.1.2. The date of admission;

14.2.1.3. Name, address, and telephone number of the individual's:

14.2.1.3.1. Legal guardian;

14.2.1.3.2. Representative payee;

14.2.1.3.3. Emergency contact;

14.2.1.3.4. The person or entity referring the individual for services, as applicable;

14.2.1.3.5. Primary health care provider;

14.2.1.3.6. Behavioral health care provider, if applicable;

14.2.1.3.7. Public or private health insurance provider(s), or both;

14.2.1.4. The individual's religious preference, if any;

14.2.1.5. The individual's personal health history;

14.2.1.6. The individual's mental health history;

14.2.1.7. Current medications;

14.2.1.8. Records and reports prepared prior to the individual's current admission and determined by the counselor to be relevant; and

14.2.1.9. Signed receipt of notification of individual rights;

14.2.2. Second section, Screening/Assessment/Evaluation:

14.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit B.

14.2.3. Third section, Treatment Planning:

14.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Exhibit B and in this Exhibit B-1; and

14.2.3.2. Signed and dated progress notes and reports from all programs involved.

14.2.4. Fourth section, Discharge Planning:

14.2.4.1. A narrative discharge summary, as required in this Exhibit B-1.

14.2.5. Fifth section, Releases of Information/Miscellaneous:

14.2.5.1. Release of information forms compliant with 42 CFR, Part 2;

14.2.5.2. Any correspondence pertinent to the individual; and

14.2.5.3. Any other pertinent information the Contractor deemed significant.

14.3. If the Contractor utilizes a paper format record system, then the sections identified above shall be tabbed sections.

15. Medication Services

15.1. The Contractor shall ensure no administration of medications, including physician samples, occur except by a licensed medical practitioner working within their scope of practice.

15.2. The Contractor shall ensure all prescription medications brought by an individual to program are in their original containers and legibly display the following information:

15.2.1. The individual's name;

15.2.2. The medication name and strength;

15.2.3. The prescribed dose;

15.2.4. The route of administration;

15.2.5. The frequency of administration; and

15.2.6. The date ordered.

15.3. The Contractor shall ensure any change or discontinuation of prescription medications includes a written order from a licensed practitioner.

15.4. The Contractor shall ensure all prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the individual's person or stored in the individual's room, are stored as follows:

15.4.1. All medications are kept in a storage area that is:

15.4.1.1. Locked and accessible only to authorized personnel;

15.4.1.2. Organized to allow correct identification of each individual's medication(s);

15.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and

15.4.1.4. Equipped to maintain medication at the proper temperature;

15.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, are kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and

15.4.3. Topical liquids, ointments, patches, creams and powder forms of products are stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.

15.5. The Contractor shall ensure medication belonging to staff are only accessible to staff and are stored separately from medications belonging to individuals served.

15.6. The Contractor shall ensure over-the-counter (OTC) medications brought into the program by individuals receiving services are:

15.6.1. In original, unopened containers;

15.6.2. Are stored in accordance with this Exhibit B-1;

15.6.3. Are marked with the name of the individual using the medication; and

15.6.4. Are taken in accordance with the directions on the medication container or as ordered by a licensed practitioner.

15.7. The Contractor shall ensure all medications self-administered by an individual, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the individual without supervision, are supervised by the program staff. The Contractor shall ensure staff:

15.7.1. Remind the individual to take the correct dose of their medication at the correct time;

15.7.2. May open the medication container but do not physically handle the medication itself in any manner; and

15.7.3. Remain with the individual to observe them taking the prescribed dose and type of medication;

15.7.4. Document each medication taken in an individual's medication log, which includes:

15.7.4.1. The medication name, strength, dose, frequency and route of administration;

15.7.4.2. The date and the time the medication was taken;

15.7.4.3. The signature or identifiable initials of the staff supervising the consumption of the medication by the individual receiving services; and

15.7.4.4. The reason for any medication refused or omitted, as applicable.

15.8. The Contractor shall ensure the individual's medication log is included in the individual's record and any remaining medication is taken with the individual upon their discharge.

16. Notice of Rights for Individuals Receiving Services

16.1. The Contractor shall ensure programs inform individuals of their rights in clear, understandable language and form, both verbally and in writing. The Contractor shall ensure:

16.1.1. Applicants for services are informed of their rights to evaluations and access to treatment;

16.1.2. Individuals are advised of their rights upon entry into any program and annually thereafter; and

16.1.3. Initial and annual notifications of individual rights are documented in the individual's record.

16.2. The Contractor shall ensure every program within the service delivery system posts notice of the rights, as follows:

16.2.1. The notice is continually posted in an area accessible by all;

16.2.2. The notice is presented in clear, understandable language and form; and

16.2.3. Each program and residence has, on the premises, complete copies of rules pertaining to individual rights that are available for individual review.

17. Fundamental Rights of Individuals Receiving Services

17.1. The Contractor shall ensure no individual receiving treatment for a substance use disorder is deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.

18. Personal Rights

18.1. The Contractor shall ensure individuals who are applicants for services or receiving services are treated by program staff with dignity and respect at all times.

18.2. The Contractor shall ensure individuals are free from abuse, neglect and exploitation which may include, but is not limited to:

18.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;

18.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the individual or others; and

18.2.3. Freedom from personal or financial exploitation.

18.3. The Contractor shall ensure individuals receiving services retain the right to privacy.

19. Client Confidentiality

19.1. The Contractor shall comply with the confidentiality requirements in 42 CFR part 2.

19.2. The Contractor shall ensure copies of individual service records for the individual, attorney or other authorized person are available at no charge for the first 25 pages and not more than $0.25 per page thereafter, after review of the record.

19.3. The Contractor shall ensure, if a minor age 12 or older is treated for substance use disorders without parental consent as authorized by RSA 318:B12-a:

19.3.1. The minor's signature alone authorizes a disclosure; and

19.3.2. Any disclosure to the minor's parents or guardians requires a signed authorization to release.

20. Grievances of Individuals Receiving Services

20.1. The Contractor shall ensure individuals receiving services have the right to complain about any matter, including any alleged violation of a right afforded by this Exhibit B-1 or by any state or federal law or rule.

20.2. The Contractor shall ensure any person has the right to complain or bring a grievance on behalf of an individual or a group of individuals.

21. Treatment Rights

21.1. The Contractor shall ensure individuals receiving services have the right to adequate and humane treatment, including:

21.1.1. The right of access to treatment including:

21.1.1.1. The right to evaluation to determine an individual's need for services and to determine which programs are most suited to provide the services needed; and

21.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and

21.1.2. The right to quality treatment including:

21.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the individuals and programs providing the treatment and to the conditions for which the individual is being treated;

21.1.3. The right to receive services in such a manner as to promote the individual's full participation in the community;

21.1.4. The right to receive all services or treatment to which an individual is entitled in accordance with the time frame set forth in the individual's treatment plan;

21.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with this Exhibit B-1 which addresses the individual's own goals;

21.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the individual to participate in meaningful activities in the communities in which the individual lives and works;

21.1.7. The right to services and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:

21.1.7.1. Freedom of movement; and

21.1.7.2. Participation in the community, while providing the level of support needed by the individual;

21.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:

21.1.8.1. Whenever possible, the consent shall be given in writing; and

21.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;

21.1.9. The right to refuse to participate in any form of experimental treatment or research;

21.1.10. The right to be fully informed of one's own diagnosis and prognosis;

21.1.11. The right to voluntary placement including the right to:

21.1.11.1. Seek changes in placement, services or treatment at any time; and

21.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;

21.1.12. The right to services which promote independence including services directed toward:

21.1.12.1. Eliminating, or reducing as much as possible, the individual's needs for continued services and treatment; and

21.1.12.2. Promoting the ability of the individuals to function at their highest capacity and as independently as possible;

21.1.13. The right to refuse medication and treatment;

21.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;

21.1.15. The right to consultation and second opinion including:

21.1.15.1. At the individual's own expense, the consultative services of:

21.1.15.1.1. Private physicians;

21.1.15.1.2. Psychologists;

21.1.15.1.3. Licensed drug and alcohol counselors; and

21.1.15.1.4. Other health practitioners; and

21.1.15.2. Granting to such health practitioners reasonable access to the individual, as required by Section 19.1.15, in programs and allowing such practitioners to make

recommendations to programs regarding the services and treatment provided by the programs;

21.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring an individual's participation and informed decision-making:

21.1.16.1. Guardian;

21.1.16.2. Representative;

21.1.16.3. Attorney;

21.1.16.4. Family member;

21.1.16.5. Advocate; or

21.1.16.6. Consultant; and

21.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical, or pharmacological restraint, unless the individual is at risk of self-harm or harm to others.

21.2. The Contractor shall ensure no treatment professional is required to administer treatment contrary to such professional's clinical judgment.

21.3. The Contractor shall ensure programs maximize the decision-making authority of the individual.

21.4. The Contractor shall ensure the following provisions apply to individuals for whom a guardian has been appointed by a court:

21.4.1. The guardian and all individuals involved in the provision of services are made aware of the individual's views, preferences and aspirations;

21.4.2. A guardian only makes decisions that are within the scope of the powers set forth in the guardianship order issued by the court;

21.4.3. The program requests a copy of the guardianship order from the guardian;

21.4.4. The order is kept in the individual's record at the program;

21.4.5. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the individual's choice and preference relative to those issues prevail unless the guardian's authority is expanded by the court to include those issues;

21.4.6. A program takes steps that are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:

21.4.6.1. Reviewing with the guardian the limits on their decision-making authority; and

21.4.6.2. Bringing the matter to the attention of the court that appointed the guardian, if necessary;

21.4.7. The guardian acts in a manner that furthers the best interests of the individual;

21.4.8. In acting in the best interests of the individual, the guardian takes the views, preferences, and aspirations of the individual into consideration;

21.4.9. The program takes steps that are necessary to prevent a guardian from acting in a manner that does not further the best interests of the individual and, if necessary, brings the matter to the attention of the court that appointed the guardian; and

21.4.10. In the event that there is a dispute between the program and the guardian, the program informs the guardian of their right to bring the dispute to the attention of the court that appointed the guardian.

22. Termination of Services

22.1. The Contractor shall terminate an individual from services if the individual:

22.1.1. Endangers or threatens to endanger other individuals or staff, or engages in illegal activity on the property of the program;

22.1.2. Is no longer benefiting from the service(s) provided;

22.1.3. Cannot agree with the Contractor on a mutually acceptable course of treatment;

22.1.4. Refuses to pay for the services received despite having the financial resources to do so; or

22.1.5. Refuses to apply for benefits that could cover the cost of the services received despite the fact that the individual is or may be eligible for benefits.

22.2. The Contractor shall ensure termination does not occur unless the program has given both written and verbal notice to the individual and individual's guardian, if any, that:

22.2.1. Identifies the effective date of termination;

22.2.2. Lists the clinical or management reasons for termination; and

22.2.3. Explains the rights to appeal and the appeal process.

22.3. The Contractor shall document in the service record of an individual who has been terminated that:

22.3.1. The individual has been notified of the termination; and

22.3.2. The termination has been approved by the program administrator.

23. Rights for Individuals Receiving Residential Programs

23.1. The Contractor shall ensure individuals of residential programs retain the following rights:

23.1.1. The right to a safe, sanitary, and humane living environment;

23.1.2. The right to privately communicate with others, including:

23.1.2.1. The right to send and receive unopened and uncensored correspondence;

23.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive a reasonable number of telephone calls, except that residential programs may require an individual to reimburse them for the cost of any calls made by the individual; and

23.1.2.3. The right to receive and to refuse to receive visitors, except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services;

23.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for individuals to engage in such activities;

23.1.4. The right to privacy, including the following:

23.1.4.1. The right to courtesies that include, but are not limited to, knocking on closed doors before entering and ensuring privacy for telephone calls and visits;

23.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and

23.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;

23.1.5. The right to individual choice, including the following:

23.1.5.1. The right to keep and wear their own clothes;

23.1.5.2. The right to space for personal possessions;

23.1.5.3. The right to keep and to read materials of their own choosing;

23.1.5.4. The right to keep and spend their own money; and

23.1.5.5. The right not to perform work for the Contractor and to be compensated for any work performed, except that:

23.1.5.5.1. Individuals may be required to perform personal housekeeping tasks within the individual's own

immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and

23.1.5.5.2. Individuals may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the individual is compensated for work performed; and

23.1.5.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.

23.2. The Contractor shall ensure policies governing individual behavior within a residence are developed, implemented, and available to the Department as requested. The Contractor shall ensure:

23.2.1. Individuals are informed of any house policies upon admission to the residence.

23.2.2. House policies are posted and such policies shall conform with this section.

23.2.3. House policies are periodically reviewed for compliance with this section in connection with quality assurance site visits.

23.2.4. Notwithstanding Section 23.1.4.3 above, development of policies and procedures allowing searches for alcohol and illicit drugs to be conducted:

23.2.4.1. Upon the individual's admission to the program; and

23.2.4.2. If probable cause exists, including such proof as:

23.2.4.2.1. A positive test showing presence of alcohol or illegal drugs; or

23.2.4.2.2. Showing physical signs of intoxication or withdrawal.

24. State and Federal Requirements

24.1. If there is any error, omission, or conflict in the requirements listed below, the applicable federal, state, and local regulations, rules and requirements shall take precedence. The requirements specified below are provided herein to increase the Contractor's compliance.

24.2. The Contractor agrees to the following state and/or federal requirements for specialty treatment for pregnant and parenting women:

24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.2. The program provides or arranges for primary medical care for women who are receiving substance use disorder services, including prenatal care.

24.2.3. The program provides or arranges for childcare with the women are receiving services.

24.2.4. The program provides or arranges for primary pediatric care for the women's children, including immunizations.

24.2.5. The program provides or arranges for gender-specific substance use disorder treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, neglect, and parenting.

24.2.6. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.

24.2.7. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.

24.3. The Contractor shall assist the individual in finding and engaging in a service, which may include, but is not limited to, helping the individual locate an appropriate provider, referring individuals to the needed service provider, setting up appointments for individuals with those providers, and assisting the individual with attending appointments with the service provider(s).

24.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:

24.4.1. Within seven (7) days of reaching 90% of capacity, the program notifies the Department that 90% capacity has been reached.

24.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug use not later than:

24.4.2.1. 14 days after making the request; or

24.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance use disorder treatment program.

24.4.3. The program has established a waitlist that includes a unique patient identifier for each injecting drug user seeking treatment, including individuals receiving interim services while awaiting admission.

24.4.4. The program has a mechanism that enables it to:

24.4.4.1. Maintain contact with individuals awaiting admission;

24.4.4.2. Admit or transfer waiting list individuals at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the individual; and

24.4.4.3. The program takes individuals awaiting treatment off the waiting list only when one of the following conditions exist:

24.4.4.3.1. Individuals cannot be located for admission into treatment or

24.4.4.3.2. Individuals refuse treatment

24.4.5. The program includes activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.

24.4.6. The program has procedures for:

24.4.6.1. Selecting, training, and supervising outreach workers.

24.4.6.2. Contacting, communicating, and following up with individuals at high-risk of substance misuse, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.

24.4.6.3. Promoting awareness among people who inject drugs about the relationship between injection drug use and communicable diseases.

24.4.6.4. Recommending steps that can be taken to ensure communicable diseases do not occur.

24.4.7. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance use disorder services, except in cases when each of the following conditions is met:

24.4.7.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.

24.4.7.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.

24.4.7.3. A physician makes a determination that the following conditions have been met:

24.4.7.3.1. The primary diagnosis of the individual is substance use disorder and the physician certifies that fact.

24.4.7.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.

24.4.7.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.

24.4.7.3.4. The hospital-based substance use disorder program follows national standards of substance use disorder professional practice.

24.4.7.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)

24.4.8. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.

24.4.9. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.

24.4.10. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.

24.4.11. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.

24.4.12. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.

24.4.13. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.

24.4.14. The program uses the SAPT Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:

24.4.14.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program; and

24.4.14.2. Secure payments from individuals for services in accordance with their ability to pay.

24.4.15. The Contractor shall comply with all relevant state and federal laws such as but not limited to:

24.4.15.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale in Exhibit C shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.

24.4.15.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT C – Amendment #1

Payment Terms

1. This Agreement is funded by:
   1.1. 100% Other funds (Governor's Commission).
2. For the purposes of this Agreement:
   2.1. The Department has identified the Contractor as a SUBRECIPIENT, in accordance with 2 CFR 200.331.
   2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
   2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
3. 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 item, as specified in Exhibits C-1, SUD Treatment Services Budget through Exhibit C-6, Integrated MAT Services Budget.
   3.1. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
   3.2. Ensure approval for Exhibits C-1, SUD Treatment Services Budget through Exhibit C-6, Integrated MAT Services Budget is received from the Department prior to submitting invoices for payment.
   3.3. Request payment for actual expenditures incurred in the fulfillment of this Agreement, and in accordance with the Department-approved budgets.
4. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days from the contract Effective Date, which shall be retained by the Department. The Contractor shall submit budgets as follows:
   4.1. One (1) budget for each tiered service that specifies expenses for the period from October 1, 2021 through June 30, 2022, as follows:
      4.1.1. Exhibit C-1, SUD Treatment Services Budget
      4.1.2. Exhibit C-2, Integrated MAT Services Budget
5. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2022, which shall be retained by the Department. The Contractor shall submit budgets as follows:
   5.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2022 through June 30 2023, as follows:
      5.1.1. Exhibit C-3, SUD Treatment Services Budget
      5.1.2. Exhibit C-4, Integrated MAT Services Budget

6. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2023, which shall be retained by the Department. The Contractor shall submit budgets as follows:
   6.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2023 through September 29, 2023, as follows:
      6.1.1. Exhibit C-5, SUD Treatment Services Budget
      6.1.2. Exhibit C-6, Integrated MAT Services Budget
7. The Contractor shall bill and seek reimbursement for services provided to individuals as follows:
   7.1. For individuals enrolled through the Department's Medicaid or Medicare Fee for Service program in accordance with the current, publically posted Fee for Service (FFS) schedule..
   7.2. 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.
   7.3. For individuals whose private insurer will not remit payment for the full amount, the Contractor shall bill the individual based on the sliding fee scale below.

Percentage of Individual's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit C-1, to Charge the Individual
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

   7.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in approved budgets for which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor shall directly bill the Department to access funds in this Agreement.
   7.5. Invoices for individuals without health insurance or other coverage for the services they receive, and for operational costs, must include general ledger detail indicating the invoice is only for net expenses.

7.6. Services provided to incarcerated individuals will be reimbursable only with General Funds and Governor Commission Funds for actual costs incurred, and payable upon Department approval.

8. Non-Reimbursement for Services

8.1. The Department shall not reimburse the Contractor for services provided through this contract when an individual has or may have an alternative payer for services described in the Exhibit B, Scope of Work, including, but not limited to:

8.1.1. Services covered by any Medicaid programs for individuals who are eligible for Medicaid.

8.1.2. Services covered by Medicare for individuals who are eligible for Medicare.

8.2. Notwithstanding Section 8.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when an individual needs a service that is not covered by the payers listed in Section 8.1.

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

8.4. Notwithstanding Section 8.1 above, when payment of the deductible or copay, as determined by the WITS fee determination model described in Exhibit B, Scope of Work, Section 3.4, Eligibility and Intake, would constitute a financial hardship for the individual, the Contractor shall seek reimbursement from the State for the deductible based on the sliding fee scale, not to exceed $4,000 per individual, per treatment episode..

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

8.5.1. If the individual owns a vehicle:

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

8.5.2. If the individual does not own a vehicle:

	Family Size				
Monthly COL	1	2	3	4	5+

	$2,570.90	$3,415.90	$3,703.10	$4,249.80	$4,643.90

9. The Contractor shall submit an invoice and supporting backup documentation to the Department no later than the 15th working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall:
   - 9.1. Ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
   - 9.2. Ensure invoices are net any other revenue received towards the services billed in fulfillment of this Agreement.
   - 9.3. Ensure backup documentation includes, but is not limited to:
     - 9.3.1. General Ledger showing revenue and expenses for the contract.
     - 9.3.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
       - 9.3.2.1. Per 45 CFR Part 75.430(i)(1), charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
       - 9.3.2.2. Attestation and time tracking templates, which are available to the Department upon request.
     - 9.3.3. Receipts for expenses within the applicable state fiscal year.
     - 9.3.4. Cost center reports.
     - 9.3.5. Profit and loss reports.
     - 9.3.6. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.
     - 9.3.7. Information requested by the Department verifying allocation or offset based on third party revenue received.
     - 9.3.8. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.
10. The Contractor shall review and comply with further restrictions included in the Funding Opportunity Announcement (FOA).
11. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to invoicesforcontracts@dhhs.nh.gov, or invoices may be mailed to:

    Program Manager
    Department of Health and Human Services
    Bureau of Drug & Alcohol Services

105 Pleasant Street
Concord, NH 03301

12. The Contractor agrees that billing submitted for review 60 days after the last day of the billing month may be subject to non-payment.
13. The Department shall make payment to the Contractor within 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.
14. The final invoice shall be due to the Department no later than 40 days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
15. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
16. 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.
17. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
18. 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.
19. Audits
    19.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if **any** of the following conditions exist:
        19.1.1. 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.
        19.1.2. 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.

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

19.2. 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.

19.3. 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.

19.4. 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.

19.5. 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.

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 the "Standards for Privacy and Security of Individually Identifiable Health Information," 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Part 1&2 of the "American Recovery and Reinvestment Act of 2009," 42 USC 17934, et sec., applicable to business associates, and also agrees to comply with the "Confidentiality of Substance use Disorder Patient Records," 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as applicable, and as these laws may be amended from time to time.

(1) Definitions.

a. "Business Associate" shall mean the Contractor and its agents that receive, use, transmit, 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.

b. The following terms have the same meaning as defined in HIPAA 45 CFR Parts 160, 162 and 164 and the HITECH Ac as they may be amended from time to time:

"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."

c. 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.

d. "Part 2 record," means any "Record" relating to a "Patient, and "Patient Identifying Information," as defined in 42 CFR Part 2.11 relating to substance use disorder Part 2 records.

e. "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 the Scope of Work of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall protect all 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.

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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.

c. To the extent Business Associate is permitted under the Agreement and the BAA to disclose PHI to any third party or subcontractor, prior to making any such disclosure, the Business Associate must obtain a business associate agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in its business associate agreement with the third party or subcontractor.

d. The Business Associate shall not disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure the Business Associate agrees to refrain from disclosing the PHI, until such time as a court orders the disclosure. If applicable, in any judicial proceeding, the Business Associate shall resist any efforts to access any Part 2 records.

(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 and Part 2, as applicable.

b. The Business Associate shall immediately notify the Covered Entity at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that a known or suspected privacy or security incident or breach has occurred potentially exposing or compromising PHI. This includes inadvertent or accidental uses, disclosures, incidents or breaches of unsecured PHI.

c. In the event of a breach, the Business Associate shall comply with all applicable terms of this BAA, and the information security requirements addendum of the Agreement.

d. The Business Associate agrees to perform a risk assessment, based on the information available at the time, when it becomes aware of any known or suspected privacy or information security incident or breach as described above and communicate that assessment to the Covered Entity. The risk assessment shall include at a minimum, but not be limited to:

- The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

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- 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; and
- The extent to which the risk to the protected health information has been mitigated.

e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in writing to the Covered Entity as soon as practicable after the conclusion of the investigation.

f. 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.

g. As stated in 2.c. above, Business Associate shall require any subcontractor or 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 of the use and disclosure of PHI contained herein, and comply with the duty to return or destroy the PHI as provided under Section 3 (m). In addition, the Business Associate shall require all third party contractors or business associates of the Business Associate receiving PHI pursuant to the Agreement to agree to the Business Associates' rights of enforcement and indemnification from such third party or contractor for the purpose of use and disclosure of protected health information.

h. Within ten (10) 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 BAA and the Agreement.

i. 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.

j. 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.

k. 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.

l. 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

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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.

m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within ten (10) 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.

n. 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.

- o If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI. A current version of the Covered Entity's Notice of Privacy Practices is attached to the end of this BAA. Any changes in the Covered Entities' website: https://www.dhhs.nh.gov/oos/hipaa/publications.htm

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 General Provisions (P-37 of the Agreement, the

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2/23/2022
Date _____

Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the BAA. 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, Laws, and Regulatory References. All terms and regulations used herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this BAA to a Section in HIPAA or 42 CFR Part 2, 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 BAA, from time to time as is necessary for Covered Entity and the Business Associate to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, 42 CFR Part 2, 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 and Business Associate to comply with HIPAA and 42 CFR Part 2.

e. Segregation. If any term or condition of this BAA 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 BAA I are declared severable.

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

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Date 2/23/2022

New Hampshire Department of Health and Human Services
Exhibit I – Amendment #1

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

Department of Health and Human Services	Belonging Medical Group, PLLC
The State	Name of the Contractor
DocuSigned by: Katja S. Fox ED9D05B04C034I2...	DocuSigned by: Steven Kelly 2ACA620BD60B488...
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Steven Kelly
Name of Authorized Representative	Name of Authorized Representative
Director	COO
Title of Authorized Representative	Title of Authorized Representative
2/24/2022	2/23/2022
Date	Date

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Contractor Initials Sk

2/23/2022
Date

New Hampshire of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

Exhibit L – Amendment #1

Sample

ASAM END USER LICENSE AGREEMENT

This End User License Agreement ("EULA") is made this _____ by the undersigned provider ("ELIGIBLE PROVIDER") with the American Society of Addiction Medicine ("LICENSOR") with offices at 11400 Rockville Pike Suite 200, Rockville, MD 20852 and <PUBLIC ENTITY NAME> ("LICENSEE") with offices at <PUBLIC ENTITY OFFICE LOCATION>. Capitalized terms not defined herein shall have the meanings as set forth in the Agreement.

WHEREAS, LICENSOR and LICENSEE entered into the Public Entity Permission Agreement ("Agreement") on [DATE];

WHEREAS, ELIGIBLE PROVIDER desires to be subject to a non-transferrable sub-licensee to use the WORK pursuant to the terms of the Agreement; and

WHEREAS, ELIGIBLE PROVIDER desires to be subject to the Agreement; and

NOW THEREFORE, in order to be legally bound, and for good and valuable consideration, which is hereby acknowledged, ELIGIBLE PROVIDER elects as follows:

1. ELIGIBLE PROVIDER hereby agrees to participate, comply and be bound by the terms of the Agreement. ELIGIBLE PROVIDER represents that it has reviewed the Agreement attached hereto which is made a part of and incorporated herein.

2. ELIGIBLE PROVIDER shall be permitted to describe, characterize, market, or otherwise communicate their compliance with the ASAM Criteria and delivery of specific ASAM Level(s) of Care to the extent the WORK is incorporated into state laws or policies that ELIGIBLE PROVIDER is subject to. Such communications may use plain-text versions of the ASAM trademark and The ASAM Criteria trademark, but shall not use any logo, seal, or graphic incorporating the ASAM or The ASAM Criteria trademark without separate, direct permission from ASAM. ELIGIBLE PROVIDER shall not be permitted to incorporate ASAM Criteria content in their other business operations, including digital technology and commercial training services, unless they have a separate, direct agreement with ASAM to license the ASAM Criteria.

3. ELIGIBLE PROVIDER agrees that LICENSOR retains the right to review and approve the ELIGIBLE PROVIDER's public communications described in paragraph 2 upon request, such approval not to be unreasonably withheld, and ELIGIBLE PROVIDER agrees to make such public communications only in the form approved by LICENSOR. ELIGIBLE PROVIDER agrees to provide to LICENSOR the means to access any public communications described in paragraph 2 for the limited purpose of ensuring

compliance with this Agreement. LICENSOR agrees to notify ELIGIBLE PROVIDER of any objections to its public communications within thirty (30) business days of LICENSOR's review. If LICENSOR does not approve the public communications subject to paragraph 2, ELIGIBLE PROVIDER may redesign and/or modify them and submit to further review by LICENSOR. In the event that LICENSOR has not approved the public communications within 180 days following the initial review, the LICENSOR may terminate this EULA.

4. LICENSOR shall have the right to immediately terminate this EULA only by providing written notice of such termination to ELIGIBLE PROVIDER in the event that ELIGIBLE PROVIDER fails to abide by any of the terms and conditions of this Agreement, in the event that ELIGIBLE PROVIDER's license, contract, or other arrangement with LICENSEE terminates or expires for any reason, or in the event that ELIGIBLE PROVIDER's continued use of the WORK or operation of the OPERATIONS is reasonably determined by LICENSOR to be materially detrimental to the interests of ASAM and its members. In the event of a termination of this Agreement for any reason, all rights with respect to the WORK shall automatically revert to LICENSOR. Termination of this EULA shall be without prejudice to any rights of either party at law or equity.

5. In the event of a conflict between the terms of any other agreements between LICENSEE agreement and ELIGIBLE PROVIDER and the Agreement, the terms of the Agreement shall control as to ELIGIBLE PROVIDER's, LICENSOR's, and LICENSEE's obligations under the Agreement.

The ELIGIBLE PROVIDER hereby accepts the terms contained herein by signing below.

ELIGIBLE PROVIDER

By: _____

Print Name: _____

Title: _____

Address: _____

Email address: _____

Telephone number: _____

National Provider Identifier: _____

Date: _____

DS
SK

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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 BELONGING MEDICAL GROUP PLLC is a New Hampshire Professional Limited Liability Company registered to transact business in New Hampshire on July 05, 2018. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned; and the attached is a true copy of the list of documents on file in this office.

Business ID: **798419**

Certificate Number: **0005442328**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 13th day of September A.D. 2021.

William M. Gardner

Secretary of State

DocuSign Envelope ID: 09C8105A-27D0-4B53-ACD1-FB64A25635CD

State of New Hampshire
Department of State

Business Name : **BELONGING MEDICAL GROUP PLLC**

Business ID : **798419**

Filing History

Filing#	Filing Date	Effective Date	Filing Type	Annual Report Year
0005440356	09/07/2021	09/07/2021	Conversion	N/A
0005244921	02/01/2021	02/01/2021	Annual Report	2021
0005197081	01/17/2021	01/17/2021	Annual Report Reminder	N/A
0004855820	03/24/2020	03/24/2020	Annual Report	2020
0004691783	01/06/2020	01/06/2020	Annual Report Reminder	N/A
0004359955	01/02/2019	01/02/2019	Annual Report	2019
0004317603	01/01/2019	01/01/2019	Annual Report Reminder	N/A
0004203310	10/24/2018	10/24/2018	Conversion	N/A
0004128190	07/05/2018	07/05/2018	Business Formation	N/A

Trade Name Information

Business Name	Business ID	Business Status
No Trade Name(s) associated to this business.		

Name History

Name	Name Type
BETTER LIFE PARTNERS INC.	Prev Legal
BETTER LIFE PARTNERS LLC	Prev Legal
BETTER LIFE PARTNERS LLC	Prev Home State

Principal Information

Name	Title
DAVID deGIJSEL	Manager

DocuSign Envelope ID: 09C8105A-27D0-4B53-ACD1-FB64A25635CD

Belonging Medical Group, PLLC
44 South Main Street, Suite 2
Hanover, NH 03755
Phone: 1-866-679-0831
Fax: 802-332-3117

Certificate of Authority

Regarding RFP-2022-BDAS-01-SUBST

I, David de Gijsel, MD, President of Belonging Medical Group, PLLC, do hereby certify that:

1. I am the duly appointed President of Belonging Medical Group, PLLC;
2. Belonging Medical Group, PLLC has agreed to accept the funds from the State of New Hampshire Department of Health and Human Services and enter into a contract with the New Hampshire Bureau of Drug and Alcohol Services.
3. Belonging Medical Group, PLLC further authorizes Steven Kelly, Chief Operating Officer of Better Life Partners, Inc. and Treasurer of Belonging Medical Group, PLLC to execute any documents which may be necessary for this contract; and
4. This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

David de Gijsel
David de Gijsel, MD
President

February 23, 2022 | 9:55 AM PST
Date

DocuSign Envelope ID: 09C8105A-27D0-4B53-ACD1-FB64A25635CD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/28/2021

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	CONTACT NAME: Westin Greene	
The Richards Group PO Box 959 Hanover NH 03755	PHONE (A/C, No, Ext): (603) 643-2000	FAX (A/C, No): (802) 254-7110
	E-MAIL ADDRESS: wgreene@therichardsgrp.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hiscox Insurance Company Inc	10200
INSURER B : American Fire & Casualty Co	24066
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Better Life Partners Inc.
Belonging Medical Group PLLC
44 South Main St, Suite 2
Hanover NH 03755

COVERAGES **CERTIFICATE NUMBER:** 21-22 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			MEO2293983.21	12/31/2021	12/31/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 2,000,000 $ 50,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			MEO2293983.21	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		XWA64226925	12/31/2021	12/31/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Medical Professional Liability			MEO2293983.21	12/31/2021	12/31/2022	Each Claim Aggregate Claims Made Form	2,000,000 4,000,000

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

Blanket Physician Endorsement E6479.1 applies to any contracted or employed physician performing professional services for or on behalf of the named insured on or after the retro date

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Wes C Greene

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DocuSign Envelope ID: 6BF1ECAE-F12A-4807-8D4F-51542326B1BC

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

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

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

September 15, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into contracts with the Contractors listed below in an amount not to exceed $11,475,254 for Substance Use Disorder Treatment and Recovery Support Services, with the option to renew for up to four (4) additional years, effective upon Governor and Council approval through September 29, 2023. 66.56% Federal Funds. 14.00% General Funds. 19.44% Other Funds (Governor's Commission).

Contractor Name	Vendor Code	Area Served	Contract Amount
Belonging Medical Group, PLLC	334662-B001	Statewide	$562,794
Bridge Street Recovery, LLC	341988-B001	Statewide	$1,261,744
The Cheshire Medical Center	155405-B001	Statewide	$413,728
Dismas Home of New Hampshire, Inc.	290061-B001	Statewide	$651,316
FIT/NHNH, Inc.	157730-B001	Statewide	$2,216,432
Grafton County New Hampshire	177397-B003	Statewide	$464,325
Headrest	175226-B001	Statewide	$527,907
Hope on Haven Hill, Inc.	275119-B001	Statewide	$781,009
Manchester Alcoholism Rehabilitation Center	177204-B001	Statewide	$3,801,533
South Eastern New Hampshire Alcohol and Drug Abuse Services	155292-B001	Statewide	$794,466
		Total:	**$11,475,254**

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Funds are available in the following accounts for State Fiscal Years 2022 and 2023, and are anticipated to be available in State Fiscal Year 2024, 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.

See attached fiscal details.

EXPLANATION

The purpose of this request is to provide Substance Use Disorder Treatment and Recovery Supports Services statewide to New Hampshire residents who have income below 400% of the Federal Poverty Level, and are uninsured or underinsured.

The Contractors will provide statewide access to an array of treatment services, including individual and group outpatient services; intensive outpatient services; partial hospitalization; ambulatory withdrawal management services; transitional living services; high and low intensity residential treatment services; specialty residential services; and integrated medication assisted treatment. The Contractors will ensure individuals with a substance use disorder receive the appropriate type of treatment and have access to continued and expanded levels of care, which will increase the ability of individuals to achieve and maintain recovery. The Contractors will also assist eligible individuals with enrolling in Medicaid while receiving treatment, and the Department will serve as the payer of last resort.

Approximately 7,000 individuals will receive services over the next two years.

The Department will monitor services through monthly, quarterly, and annual reporting to ensure the Contractors:

- Provide services that reduce the negative impacts of substance misuse.
- Make continuing care, transfer and discharge decisions based on American Society of Addiction Medicine (ASAM) criteria.
- Treat individuals using Evidence Based Practices and follow best practices.
- Achieve initiation, engagement, and retention goals as required by the Department.

The Department selected the Contractors through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from July 20, 2021 through August 19, 2021. The Department received twelve (12) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached. This request represents ten (10) of twelve (12) contracts for Substance Use Disorder Treatment and Recovery Supports Services. The Department anticipates presenting two (2) additional contracts at a future Governor and Executive Council meeting for approval.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions of the attached agreements, the parties have the option to extend the agreements 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, individuals in need of Substance Use Disorder Treatment and Recovery Supports Services may not receive the treatment, tools, and education required to enhance and sustain recovery that, in some cases, prevents untimely deaths.

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Source of Federal Funds: Substance Abuse Prevention and Treatment Block Grant, CFDA 93.959 FAIN TI083464 and State Opioid Response Grant, CFDA # 93.788, FAIN TI083326.

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

Respectfully submitted,

DocuSigned by:
Lori A. Weaver
4C4A92994125473...

Lori A. Shibinette
Commissioner

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

Belonging Medical Group 334662-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$69,199
2023	102-500731	Contracts for Prog Svc	$89,961
2024	102-500731	Contracts for Prog Svc	$21,261
Sub-total			$180,421

Bridge Street Recovery, LLC 341988-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$136,979
2023	102-500731	Contracts for Prog Svc	$188,928
2024	102-500731	Contracts for Prog Svc	$40,498
Sub-total			$366,405

Center/Dartmouth Hitchcock Keene 155405-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$60,015
2023	102-500731	Contracts for Prog Svc	$59,496
2024	102-500731	Contracts for Prog Svc	$13,122
Sub-total			$132,633

CC of Nashua/Greater Nashua Mental Health | 154112-B001 | PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$0
2023	102-500731	Contracts for Prog Svc	$0
2024	102-500731	Contracts for Prog Svc	$0
Sub-total			$0

Dismas Home | 290061-B001 | PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$43,044
2023	102-500731	Contracts for Prog Svc	$62,909
2024	102-500731	Contracts for Prog Svc	$13,981
Sub-total			$119,934

Families in Transition | 157730-B001 | PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$196,022
2023	102-500731	Contracts for Prog Svc	$271,691
2024	102-500731	Contracts for Prog Svc	$58,106
Sub-total			$525,818

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Grafton Cty 177397-B003 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$64,632
2023	102-500731	Contracts for Prog Svc	$69,395
2024	102-500731	Contracts for Prog Svc	$14,827
Sub-total			$148,854

Harbor Care 166574-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$0
2023	102-500731	Contracts for Prog Svc	$0
2024	102-500731	Contracts for Prog Svc	$0
Sub-total			$0

Headrest, Inc. 175226-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$26,063
2023	102-500731	Contracts for Prog Svc	$43,918
2024	102-500731	Contracts for Prog Svc	$10,390
Sub-total			$80,372

Hope on Haven Hill 275119-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$49,152
2023	102-500731	Contracts for Prog Svc	$51,320
2024	102-500731	Contracts for Prog Svc	$10,965
Sub-total			$111,437

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Manchester Alcohol Rehab Center, Easter Seals, Farnum Center — 177204-B001 — PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$166,941
2023	102-500731	Contracts for Prog Svc	$234,977
2024	102-500731	Contracts for Prog Svc	$50,208
Sub-total			$452,125

Southeastern NH Alcohol & Drug Abuse Services — 155292-B001 — PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$34,142
2023	102-500731	Contracts for Prog Svc	$36,020
2024	102-500731	Contracts for Prog Svc	$7,696
Sub-total			$77,858
SUB TOTAL GOV COMM			$2,195,857

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05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (66% FEDERAL FUNDS 34% GENERAL FUNDS)

Belonging Medical Group

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$146,657
2023	102-500731	Contracts for Prog Svc	$190,658
2024	102-500731	Contracts for Prog Svc	$45,059
Sub-total			$382,373

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$290,305
2023	102-500731	Contracts for Prog Svc	$400,404
2024	102-500731	Contracts for Prog Svc	$85,829
Sub-total			$776,539

Center/Dartmouth Hitchcock
Keene

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$127,193
2023	102-500731	Contracts for Prog Svc	$126,092
2024	102-500731	Contracts for Prog Svc	$27,811
Sub-total			$281,095

CC of Nashua/Greater Nashua Mental Health

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$0
2023	102-500731	Contracts for Prog Svc	$0
2024	102-500731	Contracts for Prog Svc	$0
Sub-total			$0

Dismas Home

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$91,226
2023	102-500731	Contracts for Prog Svc	$133,325
2024	102-500731	Contracts for Prog Svc	$29,631
Sub-total			$254,182

Families in Transition

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$415,437
2023	102-500731	Contracts for Prog Svc	$575,805
2024	102-500731	Contracts for Prog Svc	$123,147
Sub-total			$1,114,389

Grafton Cty

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$136,977
2023	102-500731	Contracts for Prog Svc	$147,071
2024	102-500731	Contracts for Prog Svc	$31,424
Sub-total			$315,471

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Harbor Care

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$0
2023	102-500731	Contracts for Prog Svc	$0
2024	102-500731	Contracts for Prog Svc	$0
Sub-total			$0

Headrest, Inc.

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$55,237
2023	102-500731	Contracts for Prog Svc	$93,078
2024	102-500731	Contracts for Prog Svc	$22,021
Sub-total			$170,335

Hope on Haven Hill

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$104,169
2023	102-500731	Contracts for Prog Svc	$108,764
2024	102-500731	Contracts for Prog Svc	$23,239
Sub-total			$236,172

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Manchester Alcohol Rehab Center,
Easter Seals, Farnum Center

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$353,805
2023	102-500731	Contracts for Prog Svc	$497,996
2024	102-500731	Contracts for Prog Svc	$106,407
Sub-total			$958,208

Southeastern NH Alcohol & Drug
Abuse Services

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$72,359
2023	102-500731	Contracts for Prog Svc	$76,338
2024	102-500731	Contracts for Prog Svc	$16,311
Sub-total			$165,008
SUB TOTAL CLINICAL			$4,653,772

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05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% FEDERAL FUNDS) funding ends 9/29/22.

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$88,800
2023	102-500731	Contracts for Prog Svc	$30,000
Sub-total			$118,800

Dismas Home

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$207,200
2023	102-500731	Contracts for Prog Svc	$70,000
Sub-total			$277,200

Families in Transition

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$432,900
2023	102-500731	Contracts for Prog Svc	$143,325
Sub-total			$576,225

Harbor Care

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$0
2023	102-500731	Contracts for Prog Svc	$0
Sub-total			$0

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Headrest, Inc.

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$207,200
2023	102-500731	Contracts for Prog Svc	$70,000
Sub-total			$277,200

Hope on Haven Hill

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$325,600
2023	102-500731	Contracts for Prog Svc	$107,800
Sub-total			$433,400

Manchester Alcohol Rehab Center, Easter Seals, Farnum Center

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$1,793,400
2023	102-500731	Contracts for Prog Svc	$597,800
Sub-total			$2,391,200

Southeastern NH Alcohol & Drug Abuse Services

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$414,400
2023	102-500731	Contracts for Prog Svc	$137,200
Sub-total			$551,600
SUB TOTAL SOR			$4,625,625
Grand Total All			$11,475,254

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New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RFP-2022-BDAS-01-SUBST

Project Title Substance Use Disorder Treatment and Recovery Support Services

	Maximum Points Available	Belonging Medical Group, PLLC	Bridge Street Recovery, LLC	Cheshire Medical Center	Dismas Home of New Hampshire, Inc.	Manchester Alcoholism Rehabilitation Center	FIT/NHNH, Inc.	Grafton County New Hampshire	Community Council of Nashua, N.H. d/b/a Greater Nashua Mental Health	Harbor Home	Headrest	Hope on Haven Hill, Inc.	South Eastern New Hampshire Alcohol & Drug Abuse Services
Technical													
Qualifications (Q1)	50	40	25	47	37	50	50	43	48	50	50	50	50
Experience (Q2)	50	45	25	48	35	45	50	45	50	50	50	45	48
ASAM (Q3)	20	20	11	8	20	15	20	10	20	20	9	20	20
Knowledge (Q4)	20	20	13	5	20	13	20	15	20	20	10	20	18
Samples (Q5)	30	15	7	8	23	21	14	21	12	8	7	14	8
Collaboration & Wraparound (Q6)	45	45	25	15	45	24	45	37	40	45	40	40	20
Staffing Plan (Q7)	15	13	13	4	10	12	13	13	13	13	10	14	4
Subtotal - Technical	**230**	**198**	**119**	**135**	**190**	**180**	**212**	**184**	**203**	**206**	**176**	**203**	**168**
Cost													
4.2.1.1. Budget Sheet	70	63	30	63	63	48	60	63	60	68	58	65	62
4.2.1.2. Staff List	30	25	29	25	25	28	28	30	25	25	28	30	28
Subtotal - Cost	**100**	**88**	**59**	**88**	**88**	**76**	**88**	**93**	**85**	**93**	**86**	**95**	**90**
TOTAL POINTS	**330**	**286**	**178**	**223**	**278**	**256**	**300**	**277**	**288**	**299**	**262**	**298**	**258**

	Reviewer Name	Title
1	Sara Cleveland	
2	Paula Holigan	
3	Laurie Heath	
4		
5		

FORM NUMBER P-37 (version 12/11/2019)

Subject: Substance Use Disorder Treatment and Recovery Support Services (RFP-2022-BDAS-01-SUBST-01)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Belonging Medical Group, PLLC		1.4 Contractor Address 44 South Main St., Hanover, NH 03755	
1.5 Contractor Phone Number (904) 305-5624	1.6 Account Number 010-95-92-920510-33820000 010-95-92-920510-33840000	1.7 Completion Date September 29, 2023	1.8 Price Limitation $562,794
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: Steven Kelly 2ACA620BD60B468...	9/14/2021 Date:	1.12 Name and Title of Contractor Signatory Steven Kelly COO	
1.13 State Agency Signature DocuSigned by: Katja Fox ED9D05B04C03442...	9/14/2021 Date:	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: J. Christopher Marshall B5BD450E00D1403...		On: 9/14/2021	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS Sk
Date 9/14/2021

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 SE

Date 9/14/2021

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 omissions of the

Contractor Initials SK

Date 9/14/2021

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 SK (DS)

Date 9/14/2021

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

EXHIBIT A

Revisions to Standard Agreement 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 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.

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall provide Substance Use Disorder (SUD) Treatment and Recovery Support Services that assist individuals with:

1.1.1. Stopping or reducing substance misuse;

1.1.2. Improving physical and mental health and social function; and

1.1.3. Reducing risk for recurrence of substance misuse.

1.2. Resiliency and Recovery Oriented Systems of Care (RROSC)

1.2.1. The Contractor shall ensure SUD Treatment and Recovery Support Services are available to eligible individuals, regardless of where the individual lives or works in New Hampshire. The Contractor shall:

1.2.1.1. Provide treatment services that support the RROSC by operationalizing the Continuum of Care Model.

1.2.1.2. Ensure all services:

1.2.1.2.1. Focus on strengths and resilience of individuals and families;

1.2.1.2.2. Are culturally sensitive and relevant to the diversity of individuals served;

1.2.1.2.3. Promote person-centered and self-directed approaches to care; and

1.2.1.2.4. Are trauma informed and designed to acknowledge the impact of violence and trauma on individuals' lives and the importance of addressing trauma in treatment.

1.3. The Contractor shall comply with all requirements in Exhibit B-1, Operational Requirements, as applicable.

1.4. For the purposes of this agreement, all references to business days shall mean Monday through Friday and excluding state and federal holidays.

1.5. For the purposes of this agreement, all references to calendar days shall mean Monday through Sunday, including state and federal holidays.

1.6. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8:00 AM to 5:00 PM, excluding state and federal holidays.

2. Population Served

2.1. The Contractor shall provide services to individuals who:

2.1.1. Have income below 400% of the Federal Poverty Level;

2.1.2. Are residents of New Hampshire or experiencing homelessness in New Hampshire; and

2.1.3. Are determined positive for SUD with a clinical diagnosis by a Licensed or Unlicensed Counselor.

2.2. The Contractor shall ensure consent for services is obtained prior to providing services, in accordance with 42 CFR Part 2, from:

2.2.1. The individuals who are aged 12 years and older; or

2.2.2. The parent or legal guarding of an individual who is less than 12 years of age.

2.3. The Contractor shall ensure individuals under 18 years of age are not denied services due to:

2.3.1. The parent's inability and/or unwillingness to pay the fee(s); or

2.3.2. The minor's decision to receive confidential services pursuant to New Hampshire Revised Statutes Annotated (RSA) 318-B:12-a.

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

2.4.1. Receive Medication Assisted Treatment (MAT) services from other providers, including the individual's primary care provider;

2.4.2. Have co-occurring mental health disorders; or

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

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

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

2.5.1.1. Contact with the Doorway of the individual's choice to connect the individual with SUD treatment services and document actions taken;

2.5.1.2. Assist individuals who refuse referral services offered through the Doorway with identifying alternative providers and

accessing services with these providers, which includes referrals for prenatal care and actively reaching out to identify providers on the behalf of the individual; and

2.5.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor's agency or an alternative provider. The Contractor shall ensure interim services include:

2.5.1.3.1. A minimum of one 60-minute individual or group outpatient session per week or;

2.5.1.3.2. Recovery support services as needed by the individual; or

2.5.1.3.3. Daily calls to the individual to assess and respond to any emergent needs.

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

2.5.3. Individuals with a history of injection drug use, including the provision of interim services within 14 days. If the Contractor is unable to admit an individual with a history of injection drug use within 14 days of the individual applying for services, the Contractor shall provide and document interim services until the appropriate level of care becomes available at either the Contractor's agency or an alternative provider.

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

2.5.5. Individuals with current Opioid Use Disorders or Stimulant Use Disorders;

2.5.6. Veterans with SUD;

2.5.7. Individuals with SUD who are involved with the criminal justice and/or child protection system; and

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

3. Scope of Services

3.1. Clinical Services

3.1.1. The Contractor shall adhere to a clinical care manual that includes policies and procedures related to all clinical services provided.

3.1.2. The Contractor shall develop and implement written policies and procedures governing its operation and all services provided through

this Agreement. The Contractor shall ensure staff are trained on all policies and procedures, which are reviewed and revised annually.

3.1.3. The Contractor shall provide the following SUD treatment services to eligible individuals:

3.1.3.1. The Contractor shall provide Individual Outpatient Treatment as defined as American Society of Addiction Medicine **(ASAM) Criteria, Level 1**. The Contractor shall ensure outpatient treatment services assist individuals achieve treatment objectives through the exploration of SUDs and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision-making with regard to alcohol and other drug related problems.

3.1.3.2. The Contractor shall provide Group Outpatient Treatment as defined as **ASAM Criteria, Level 1**. The Contractor shall ensure outpatient treatment services assist a group of individuals achieve treatment objectives through the exploration of SUDs and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

3.1.3.3. The Contractor shall provide **Integrated Medication Assisted Treatment** services through medication prescription and monitoring for treatment of OUD and other SUDs. The Contractor shall:

3.1.3.3.1. Provide non-medical treatment services to the individual in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider;

3.1.3.3.2. Coordinate care and meet all requirements for the service provided;

3.1.3.3.3. Provide Integrated Medication Assisted Treatment services in accordance with guidance provided by the Department, "Guidance Document on Best Practices: Key Components for Delivery Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire"; and

3.1.4. The Contractor shall provide clinical services separately for adolescents and adults, unless otherwise approved by the Department. The Contractor shall ensure:

3.1.4.1. Adolescents and adults do not share the same residency space; and

3.1.4.2. Communal spaces such as kitchens, group rooms, and recreation are shared at separate times.

3.2. Interim Services

3.2.1. The Contractor shall provide interim services to all individuals waiting for clinical services. The Contractor shall ensure Interim Services include, but are not limited to:

3.2.1.1. Counseling and education about HIV and TB, the risks of needle sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur.

3.2.1.2. Referral for HIV or TB treatment services, if necessary.

3.2.1.3. Individual and/or group counseling on the effects of alcohol and other drug use.

3.3. Infectious Diseases

3.3.1. *Oral Fluid HIV Testing*

3.3.1.1. The Contractor shall administer rapid, on-site, same-day, oral fluid HIV testing as a routine component of SUD treatment for all individuals receiving services, except in those cases where an individual is being served solely via telehealth.

3.3.1.2. If testing is not possible at the time of admission, the Contractor shall administer testing within 48 hours from admission for residential services or at the time of the second session for outpatient services.

3.3.1.3. The Contractor shall conduct an HIV/AIDS screening upon an individual's admission to treatment. The Contractor shall ensure the screening includes:

3.3.1.3.1. The provision of information;

3.3.1.3.2. Risk assessment; and

3.3.1.3.3. Intervention and risk reduction education.

3.3.1.4. In cases where oral fluid HIV testing yields a positive result, the Contractor shall:

3.3.1.4.1. Complete and submit appropriate disease reporting forms to the Department within 72 hours of preliminary diagnoses, in accordance

with New Hampshire Administrative Rule He-P 301.

3.3.1.4.2. Assist the Department's Infectious Disease Prevention, Investigation and Care Services Section staff connecting with individuals for the purpose of eliciting, identifying and locating information on sexual or needle sharing partners.

3.3.1.4.3. Link individuals to medical care and counseling services.

3.3.1.5. If an individual refuses to be tested for HIV or refuses to share the results with the Contractor, the Contractor shall:

3.3.1.5.1. Confirm the individual is still eligible to receive services funded through this Agreement; and

3.3.1.5.2. Clearly document the refusal in the individual's file.

3.3.1.6. If an individual receives an HIV test from an alternate provider, the Contractor shall:

3.3.1.6.1. Clearly document the date, location and provider of the HIV test; and

3.3.1.6.2. Ensure follow-up services were provided as appropriate.

3.3.1.7. The Contractor shall ensure all State reporting requirements are met while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.

3.3.1.8. The Contractor shall report all individuals with a positive HIV result, as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.

3.3.2. *Tuberculosis*

3.3.2.1. The Contractor shall directly, or through arrangements with other public or non-profit private entities, routinely make the following tuberculosis services available to each individual receiving SUD treatment services:

3.3.2.1.1. Counseling with respect to TB.

3.3.2.1.2. Testing to determine whether the individual has been infected with mycobacteria TB to

determine the appropriate form of treatment for the individual.

3.3.2.1.3. Providing for or referring the individuals infected by mycobacteria TB for appropriate medical evaluation and treatment.

3.3.2.2. The Contractor shall refer individuals, who are denied admission to the program on the basis of lack of capacity, to other providers of TB services.

3.3.2.3. The Contractor shall implement infection control procedures consistent with procedures established by the Department to prevent the transmission of TB, which include:

3.3.2.3.1. Screening patients and identifying individuals who are at high risk of becoming infected.

3.3.2.3.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.

3.3.2.3.3. Providing case management to ensure individuals receive services.

3.3.2.4. The Contractor shall report all individuals with active TB, as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.

3.4. Eligibility and Intake

3.4.1. The Contractor shall determine eligibility for services for individuals requesting SUD or recovery support services. The Contractor shall:

3.4.1.1. Assess each individual's income prior to admission using the Web Information Technology System (WITS) fee determination model; and

3.4.1.2. Ensure the individual signs the income assessment upon admission to treatment.

3.4.2. The Contractor shall update income information for all eligible individuals receiving services. The Contractor shall:

3.4.2.1. Ensure updates are completed at a minimum interval of every four (4) weeks;

3.4.2.2. Document each inquiry in the individual's service record using the WITS fee determination model; and

3.4.2.3. Ensure the individual receiving services signs each updated income assessment.

3.4.3. The Contractor shall complete an intake screening for all eligible individuals requesting services. The Contractor shall:

3.4.3.1. Communicate directly with the individual within two (2) business days from the date the individual initially contacts the Contractor for services. The Contractor shall ensure communication includes:

3.4.3.1.1. Face-to-face, in person;

3.4.3.1.2. Face-to-face, virtually and/or electronically; or

3.4.3.1.3. By telephone.

3.4.3.2. Complete an initial intake screening for the individual within two (2) business days from the date of the first direct contact, utilizing the WITS Social Detox Screen or another Department-approved tool, and document the results in WITS, to determine:

3.4.3.2.1. The probability of eligibility for services under this Agreement; and

3.4.3.2.2. The probability of the individual having a substance use disorder.

3.4.3.3. Ensure all attempts to contact the individual are documented in the individual record or call log.

3.5. Clinical Evaluation

3.5.1. The Contractor shall use clinical evaluations conducted and completed by a NH Licensed or Unlicensed Counselor that include DSM 5 Diagnostic information and a recommendation for a level of care based on the ASAM Criteria published in October 2013 (ASAM Criteria), from a referring agency, conducted and completed less than 30 days prior to the individual's admission to the Contractor's SUD treatment program.

3.5.2. The Contractor shall ensure any changes to ASAM dimensions that occurred after the completion of the accepted evaluation from the referring agency are recorded in the individual's record within three (3) days after admission to residential treatment or three (3) sessions for any outpatient levels of care, whichever is later.

3.5.3. The Contractor shall complete a new clinical evaluation for the individual if:

3.5.3.1. More than 30 days have passed since the referring provider completed the evaluation;

3.5.3.2. The evaluation was conducted and completed by someone

other than a NH Licensed or Unlicensed Counselor;

3.5.3.3. The evaluation did not include DSM 5 Diagnostic information and a recommendation for a specific level of care based on the ASAM Criteria; or

3.5.3.4. An individual presents without a completed evaluation.

3.5.4. The Contractor shall assist individuals with accessing an evaluation through their local Doorway, or other appropriate provider, if the Contractor is unable to complete the evaluation prior to admission due to geographic or other barriers.

3.5.5. The Contractor shall ensure the new evaluation is:

3.5.5.1. Completed within three (3) days after admission to residential treatment or three (3) sessions for any outpatient level of care, whichever is later, and

3.5.5.2. Conducted and completed by a NH Licensed or Unlicensed Counselor; utilizing CONTINUUM or an approved alternative assessment tool, provided by the Department, which includes DSM 5 Diagnostic information and recommendation for a specific level of care based on the ASAM Criteria.

3.5.6. The Contractor shall provide SUD treatment services, to eligible individuals, for the appropriate ASAM level of care, as indicated by the individual's clinical evaluation unless:

3.5.6.1. The individual chooses to receive a service with a lower intensity ASAM level of care; or

3.5.6.2: The service with the indicated ASAM level of care is unavailable at the time the level of care is determined; in which case the individual may choose:

3.5.6.2.1. A service with a lower Intensity ASAM level of care;

3.5.6.2.2. A service with the next available higher intensity ASAM level of care;

3.5.6.2.3. To be placed on the waitlist until their service with the assessed ASAM level of care becomes available; or

3.5.6.2.4. To be referred to another agency in the individual's service area that provides the service with the indicated ASAM level of care.

3.5.7. The Contractor shall ensure, if the clinically appropriate level of care

is available and an individual is admitted to a level of care other than what is recommended by the clinical evaluation, the reasoning for the admittance will be clinically justified using ASAM Criteria and be documented in the individual's record prior to admission.

3.6. Waitlists

3.6.1. The Contractor shall maintain a waitlist for all individuals and all SUD treatment services regardless of payor source.

3.6.2. The Contractor shall track the wait time for individuals to receive services from the date of initial contact to the date the individual first received SUD services, other than the evaluation in Subsection 2.11.

3.6.3. The Contractor shall provide monthly reports to the Department detailing:

3.6.3.1. The average wait time for all individuals, by the type of service and payer source for all services; and

3.6.3.2. The average wait time for priority populations, as listed in Subsection 2.5, by the type of service and payer source for the services.

3.7. Assistance Enrolling in Insurance Programs

3.7.1. The Contractor shall assist individuals who are unable to secure the financial resources necessary for initial entry into the SUD treatment program, and/or their parents or legal guardians, obtain other potential sources for payment, within 14 days after admission, which may include, but is not limited to enrollment in:

3.7.1.1. Public insurance.

3.7.1.2. Private insurance.

3.7.1.3. New Hampshire Medicaid programs.

3.7.2. The Contractor shall document assistance provided with securing financial resources or the individuals' refusal of assistance in the individual's service record.

3.8. Use of Evidence-Based Practices

3.8.1. The Contractor shall ensure all services in this Agreement are provided:

3.8.1.1. Using evidence-based practices; as demonstrated by meeting one of the following criteria:

3.8.1.1.1. The service is included as an evidence-based mental health and substance abuse intervention

on the SAMHSA Evidence-Based Practices Resource Center.

3.8.1.1.2. The service is published in a peer-reviewed journal and has been found to have positive effects; or

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

3.8.1.2. In accordance with:

3.8.1.2.1. ASAM Criteria;

3.8.1.2.2. Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs); and

3.8.1.2.3. SAMHSA Technical Assistance Publications (TAPs).

3.8.2. The Contractor shall assess all individuals for risk of self-harm at all phases of treatment, including:

3.8.2.1. Initial contact;

3.8.2.2. Screening;

3.8.2.3. Intake;

3.8.2.4. Initial Clinical Evaluation/Assessment;

3.8.2.5. Admission;

3.8.2.6. On-going treatment services; and

3.8.2.7. Discharge.

3.8.3. The Contractor shall assess all individuals for withdrawal risk based on ASAM Criteria standards at all phases of treatment, including:

3.8.3.1. Initial contact;

3.8.3.2. Screening;

3.8.3.3. Intake;

3.8.3.4. Initial Clinical Evaluation/Assessment;

3.8.3.5. Admission; and

3.8.3.6. On-going treatment services.

3.8.4. The Contractor shall stabilize all individuals based on ASAM Criteria guidance. The Contractor shall:

3.8.4.1. Provide stabilization services when an individual's level of

risk indicates a service with an ASAM level of care that can be provided in this Agreement and integrate withdrawal management into the individual's treatment plan.

3.8.4.2. Provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely. If the Contractor does not provide the indicated ASAM level of care, the Contractor shall:

3.8.4.2.1. Refer the individual to a facility where the services can be provided when an individual's risk indicates a service with an ASAM level of care that is higher than can be provided under this Contract.

3.8.4.2.2. Coordinate with the withdrawal management services provider to admit the individual to an appropriate service once the individual's withdrawal risk has reached a level that can be provided under this Contract.

3.9. Treatment Planning

3.9.1. The Contractor shall complete individualized treatment plans for all individuals determined to be eligible for services, based on clinical evaluation data that addresses problems in all ASAM Criteria domains, which justify the individual's admittance to a given level of care, except for Transitional Living, which is not required to address all ASAM domains. The Contractor shall ensure all treatment plans:

3.9.1.1. Are completed within two (2) business days or two (2) sessions from the completion of the clinical evaluation or admission, whichever is later;

3.9.1.2. Include treatment plan goals, objectives, and interventions written in terms that are S.M.A.R.T., which are:

3.9.1.2.1. Specific, clearly defining what shall be done;

3.9.1.2.2. Measurable, including clear criteria for progress and completion;

3.9.1.2.3. Attainable, within the individual's ability to achieve;

3.9.1.2.4. Realistic, the resources are available to the individual;

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

3.9.1.3. Include the individual's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

3.9.2. The Contractor shall update treatment plans at a minimum of intervals as follows:

3.9.2.1. All Level 1 programs: Every six (6) sessions or every six (6) weeks, whichever is earlier.

3.9.2.2. Level 2.1: Every six (6) group sessions or every two (2) weeks, whichever is earlier.

3.9.2.3. Level 2.5, Level 3, Level 3.3, Level 3.5, and Level 3.7: Every seven (7) sessions or every one (1) week, whichever is earlier.

3.9.2.4. Level 3.1 and Transitional Living: Every four (4) weeks, or every four (4) sessions, whichever is earlier.

3.9.3. The Contractor shall update treatment plans, in addition to the recommended intervals above, when:

3.9.3.1. Changes are made in any ASAM domain, except for Transitional Living;

3.9.3.2. Goals have been met and problems have been resolved; or

3.9.3.3. New goals and new problems have been identified.

3.9.4. The Contractor shall ensure treatment plan updates for all levels of care, except Transitional Living include:

3.9.4.1. Justification for continued treatment at the current level of care;

3.9.4.2. Transfer from one level of care to another within the same agency; or

3.9.4.3. Discharge from treatment at the agency.

3.9.5. The Contractor shall ensure justification includes a minimum of one (1) of the three (3) criteria for continuing services when addressing continuing care as:

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

3.9.5.2. Continuing Service Criteria B: The individual is not yet making progress, but has the capacity to resolve their

issues. The individual is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue working toward treatment goals; and /or

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

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

3.9.6. The Contractor shall track the individual's progress relative to the specific goals, objectives, and interventions in the individual's treatment plan by completing encounter notes in WITS, or an alternative Electronic Health Record (EHR) approved by the Department.

3.10. Coordination of Care

3.10.1. The Contractor shall inform the Regional Public Health Networks (RPHN) of services available in order to align SUD work with other RPHN projects that may be similar or impact the same populations.

3.10.2. The Contractor shall ensure all coordination of care activities are compliant with state and federal laws and rules, including but not limited to 42 CFR Part 2.

3.10.3. The Contractor shall refer individuals to, and coordinate the individual's care with, other providers and document the coordination, or individual's refusal of the coordination, in the individual's service record. The Contractor shall ensure referrals include, but are not limited to:

3.10.3.1. Primary care providers. If the individual does not have a primary care provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider.

3.10.3.2. Behavioral health care providers when serving individuals with co-occurring substance use and mental health

disorders. If the individual does not have a behavioral health care provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider.

3.10.3.3. Medication-Assisted Treatment (MAT) providers.

3.10.3.4. Peer recovery support providers. If the individual does not have a peer recovery support provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider.

3.10.4. The Contractor shall coordinate with case management services offered by the individual's managed care organization, third party insurance or other provider, as applicable.

3.10.5. The Contractor shall coordinate individual services with the Department's Doorway contractors including, but not limited to:

3.10.5.1. Ensuring timely admission of individuals to services,

3.10.5.2. Completing initial clinical evaluations as needed.

3.10.5.3. Referring individuals to Doorway services when the Contractor cannot admit an individual for services within 48 hours.

3.10.5.4. Referring individuals to Doorway services at the time of discharge when an individual is in need of Doorway services.

3.10.6. The Contractor shall coordinate with the NH Ryan White CARE Program, for individuals identified as at risk of or with HIV/AIDS.

3.10.7. The Contractor shall coordinate with other social service agencies engaged with the individual, as applicable, which may include but are not limited to:

3.10.7.1. NH Division for Children, Youth and Families (DCYF).

3.10.7.2. Probation and parole.

3.10.7.3. Doorways.

3.10.8. The Contractor shall clearly document in the individual's service record when the individual refuses any referrals or care coordination.

3.10.9. The Contractor shall not prohibit individuals from receiving services under this Agreement when an individual does not consent to information sharing.

3.10.10. The Contractor shall notify individuals who consent to information sharing that they have the ability to rescind the consent at any time without any impact on services provided under the awarded contract.

3.10.11. The Contractor shall coordinate with local recovery community organizations, where available, to bring peer recovery support providers into the treatment setting, to meet with individuals to describe available services and to engage individuals in peer recovery support services as applicable.

3.10.12. The Contractor shall complete a Transfer Plan on the day of transfer when an individual is transferring from one level of care to another *within the same agency*, during the same episode of care for all services. The Contractor shall ensure the Transfer Plan:

3.10.12.1. Addresses all ASAM Dimensions;

3.10.12.2. Includes at least one of the four (4) ASAM Criteria for transfer, including how the individual meets that criteria; and

3.10.12.3. Includes the transfer plan and recommendations, with specific information regarding further treatment at the agency.

3.11. The Contractor shall discharge an individual from WITS by closing the Episode in WITS when the individual is discharged from treatment at the agency, even if they are expected to return at a future date, for example, after completing treatment at a different agency. The time frames for discharge are as follows:

3.11.1. Individuals receiving outpatient services (individual outpatient (OP), intensive outpatient (IOP), partial hospitalization program (PHP)), who have not received services in the past 30 days must be discharged by day 30. Upon the individual's return to treatment a new episode of care must be started, and all standard admission steps must be taken.

3.11.2. Individuals receiving residential services, including but not limited to low intensity and high intensity, who have not received services in the past 48 hours must be discharged. The Contractor shall ensure discharge is completed within seven (7) days of the last day of service. Upon the individual's return to treatment a new episode of care must be started, and all standard admission steps must be taken.

3.12. The Contractor shall identify the reason for transfer or discharge in the Program Enrollment section of WITS for each individual at the time of transfer or discharge from the program.

3.13. The Contractor shall complete a Discharge Summary when an individual is being discharged from treatment at the contracted agency for all services within this Agreement. The Contractor shall ensure the Discharge Summary:

3.13.1. Addresses all ASAM (2013) domains, including the process of transfer planning at the time of the individual's intake to the program,

except for Transitional Living;

3.13.2. Is in accordance with Exhibit B-1, Operational Requirements;

3.13.3. Includes the reason for admission, course of treatment, discharge assessment, strengths and liabilities, and discharge plan and recommendations, with specific information regarding referrals or further treatment; and

3.13.4. Includes at least one of the following four (4) ASAM Criteria for discharge, and how individual meets the requirement, except for Transitional Living:

3.13.4.1. Transfer/Discharge Criteria A: The patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

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

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

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

3.14. Individual and Group Education

3.14.1. The Contractor shall offer all individuals receiving services under this Agreement individual or group education on prevention, treatment, and nature of:

3.14.1.1. Substance use disorders.

3.14.1.2. Relapse prevention.

3.14.1.3. Hepatitis C Virus (HCV).

3.14.1.4. Human Immunodeficiency Virus (HIV).

3.14.1.5. Sexually Transmitted Diseases (STDs).

3.14.1.6. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;

3.14.1.7. Individual and/or group counseling for individuals of childbearing age, regardless of gender, on the effects of alcohol and other drug use on a fetus.

3.14.1.8. The relationship between tobacco use and substance use and other mental health disorders, if the individual uses nicotine.

3.14.2. The Contractor shall ensure that all individuals are screened at intake and discharge for tobacco use, treatment needs and referral to the NH QuitLine, as part of treatment planning.

3.14.3. The Contractor shall maintain an outline of each educational session provided.

3.15. Tobacco-Free Environment

3.15.1. The Contractor shall ensure a tobacco-free environment by having policies and procedures that apply to all staff, individuals receiving services, and visitors that include but are not limited to:

3.15.1.1. Smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices.

3.15.1.2. Prohibiting the use of tobacco products within the Contractor's facilities at any time.

3.15.1.3. Prohibiting the use of tobacco in any Contractor-owned vehicle.

3.15.1.4. Whether the use of tobacco products is prohibited outside of the facility on the grounds. If use of tobacco products is allowed outside of, but on the grounds of, the facility, the Contractor shall ensure:

3.15.1.4.1. Designated smoking area(s) are located a minimum of 20 feet from the main entrance;

3.15.1.4.2. All materials used for smoking in the designated area, including cigarette butts and matches, are extinguished and disposed of in appropriate containers;

3.15.1.4.3. Periodic cleanup of the designated smoking area is scheduled and completed as scheduled and/or needed; and

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

3.15.1.5. Prohibiting tobacco use in personal vehicles when transporting individuals on authorized business.

3.15.2. The Contractor shall ensure the Tobacco-Free Environment policy is included in employee, individual, and visitor orientations and posted in the Contractor's facilities and vehicles.

3.15.3. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging individuals from services being provided under this Contract.

3.16. State Opioid Response (SOR) Grant Standards

3.16.1. The Contractor shall establish formal information sharing and referral agreements with the Doorways in compliance with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.

3.16.2. The Contractor shall ensure all referrals of individuals to the Doorways are:

3.16.2.1. Completed and documented in the individual's file;

3.16.2.2. Available to the Department as requested and as needed for payment of invoices for services provided through SOR-funded initiatives.

3.16.3. The Contractor shall ensure individuals receiving services rendered from SOR funds have a documented history or current diagnoses of Opioid Use Disorder (OUD) or Stimulant Use Disorders.

3.16.4. The Contractor shall coordinate ongoing care for individuals with documented history or current diagnoses of OUD or Stimulant Use Disorder, receiving services rendered from SOR funds, with the Doorways in accordance with 42 CFR Part 2.

3.16.5. The Contractor shall ensure that SOR grant funds are not used to purchase, prescribe, or provide marijuana or for providing treatment using marijuana. The Contractor shall ensure:

3.16.5.1. Treatment in this context includes the treatment of opioid use disorder (OUD).

3.16.5.2. Grant funds are not provided to any individual who or

organization that provides or permits marijuana use for the purposes of treating substance use or mental health disorders.

3.16.5.3. This marijuana restriction applies to all subcontracts and memorandums of understanding (MOU) that receive SOR funding.

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

3.16.6.1. Methadone; and

3.16.6.2. Buprenorphine products including:

3.16.6.2.1. Single-entity buprenorphine products;

3.16.6.2.2. Buprenorphine/naloxone tablets;

3.16.6.2.3. Buprenorphine/naloxone films; and

3.16.6.2.4. Buprenorphine/naloxone buccal preparations.

3.16.7. The Contractor shall provide medical withdrawal management services supported by SOR funds only when the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

3.16.8. The Contractor shall provide a Fentanyl test strip utilization plan to the Department for approval prior to implementation. The Contractor shall ensure the utilization plan includes:

3.16.8.1. Internal policies for the distribution of Fentanyl strips;

3.16.8.2. Distribution methods and frequency; and

3.16.8.3. Other key data as requested by the Department.

3.16.9. The Contractor shall ensure individuals receiving financial aid for recovery housing utilizing SOR funds are in a recovery housing facility that aligns with the National Alliance for Recovery Residences standards and is registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with New Hampshire Administrative Rules, He-A 305, Voluntary Registry for Recovery Houses.

3.16.10. The Contractor shall accept individuals on MAT and facilitate access to MAT on-site or through referrals for all individuals supported with SOR funds, as clinically appropriate.

3.16.11. The Contractor shall ensure individuals who refuse to consent to information sharing with the Doorways do not receive services

utilizing SOR funding.

3.16.12. The Contractor shall ensure individuals who rescind consent to information sharing with the Doorway do not receive any additional services utilizing SOR funding.

4. Web Information Technology System

4.1. The Contractor shall use the Web Information Technology System (WITS) to record contact with individuals within three (3) days following the activity, unless otherwise stated in the WITS guidance document(s). The Contractor shall utilize WITS to record all BDAS individual activities, including, but not limited to:

4.1.1. Determining individual eligibility.

4.1.2. Reporting all data that is used to calculate and analyze National Outcome Measures.

4.1.3. Billing the Department for services performed under the resulting contract including all data required by the Department to authorize payment.

4.1.4. Providing other information as required by the Department.

4.2. The Contractor shall provide the individual with the WITS Information Acknowledgement and obtain the individual's signature on that format the time of admission to treatment, prior to providing services.

4.3. The Contractor shall ensure information for individuals refusing to sign the WITS Information Acknowledgement is not entered into the WITS system and the Contractor shall contact the Department to establish alternative reporting and billing procedures.

4.4. The Contactor shall ensure services are provided to individuals who refuse to sign the WITS Information Acknowledgement, despite not being able to enter that individual into the WITS system. The Contractor shall:

4.4.1. Establish a policy to document individual activity elsewhere;

4.4.2. Obtain Department approval of the established policy;

4.4.3. Notify the Department of each individual's refusal; and

4.4.4. Ensure the Department has access to records as requested.

4.5. The Contractor shall ensure the WITS system is only used for individuals who are in a program that is funded by or under the oversight of the Department. The Contractor may use WITS to enter information for non-BDAS individuals if the following conditions apply:

4.5.1. The Department has approved the Contractors' use of WITS for this purpose;

4.5.2. The Contractor utilized WITS prior to September of 2019; and

4.5.3. The Contractor does not have an alternative electronic health record available for use.

4.6. The Contractor shall cease utilizing WITS if an individual obtains funding from another source while in treatment, unless otherwise approved by the Department. Individuals who are in a program that is funded by or under the oversight of the Department include:

4.6.1. Individuals receiving BDAS-funded SUD treatment services,

4.6.2. Individuals receiving services from Impaired Driver Care Management Programs (IDCMP); and

4.6.3. Individuals receiving services from Impaired Driver Service Providers (IDSP), regardless of funding source.

4.7. The Contractor may use their own electronic health record (EHR), in addition to WITS, to record and track other data not collected in WITS, upon approval by the Department and only if the Department has access to the EHR.

4.8. The Contractor shall record that an individual has been discharged when the individual has completed a treatment episode in WITS.

4.9. The Contractor shall follow all the instructions and requirements in the most current WITS User Guide, as provided by the Department.

4.10. The Contractor shall agree to and follow the Information Security Requirements in Exhibit K.

5. Telehealth

5.1. The Contractor may deliver outpatient services via telehealth through secure telecommunication technology, when clinically appropriate and within the Contractor's scopes of practice, as documented in the individual's treatment plan. The Contractor acknowledges and agrees that:

5.1.1. Telehealth services may be rendered from a remote site, other than the Contractor's facility.

5.1.2. Confidentiality and privacy protections apply to all telehealth services, under the same laws that protect the confidentiality of in-person services

5.1.3. The use of public facing applications such as Facebook Live, Twitch, TikTok, or other similar video communication applications is prohibited.

5.2. The Contractor shall ensure telehealth complies with all security and privacy components identified in Exhibit K, DHHS Information Security Requirements. The Contractor shall ensure:

5.2.1. Individual's informed consent to using the telecommunication technology is received and kept on file.

5.2.2. A provider is present with the individual(s) during the use of telecommunication technology.

5.2.3. Only authorized users have access to any electronic PHI (ePHI) that is shared or available through the telecommunication technology.

5.2.4. Secure end-to-end communication of data is implemented, including all communication of ePHI remaining in the United States.

5.2.5. A system of monitoring the communications containing ePHI is implemented to prevent accidental or malicious breaches.

5.3. The Contractor shall adhere to all relevant state and federal regulations regarding telehealth not identified in the contract, including regulations regarding face-to-face services.

6. Staffing

6.1. The Contractor shall meet the minimum staffing requirements, or request an exemption to the requirements, to provide the scope of work in this Agreement. Staffing levels must include the following:

6.1.1. A minimum of one (1) New Hampshire Licensed Clinical Supervisor.

6.1.2. Staffing ratios for the following:

6.1.2.1. Individual Counseling: The ratio of individuals to NH Licensed and Unlicensed Counselors who provide counseling to individuals on an individual basis in any ASAM level of care should be based on the following:

6.1.2.1.1. Clinician's ability to provide appropriate, effective, and evidence-based treatment to his or her individuals within the setting;

6.1.2.1.2. Type of treatment provided;

6.1.2.1.3. Composition of the individual population; and

6.1.2.1.4. Availability of auxiliary services.

6.1.2.2. SUD Treatment Groups: No more than 12 individuals with one NH Licensed Counselor or Unlicensed Counselor present or no more than 16 individuals when that Counselor is joined by a second Licensed Counselor, Unlicensed Counselor, CRSW or Uncertified Recovery Support Worker.

6.1.2.3. Recovery Support Groups: No more than eight (8) individuals with one (1) NH CRSW present or no more than 12 individuals when that CRSW is joined by a second

CRSW, or Uncertified CRSW, Licensed or Unlicensed Counselor.

6.1.2.4. Milieu/Line Staff: Ratios must be based upon the needs of the individuals, and the staff's ability to ensure individual health, safety and well-being. The Contractor shall ensure a minimum of one (1) floating Milieu/Line staff member able to move between common areas to observe individuals is present at all times, when the space is occupied by individuals. The following Milieu/Line staff to individual ratio is required for all residential facilities. Temporary staffing shortages are allowable, but not encouraged, while the Contractor actively seeks to fill any open staff positions. Any temporary staffing shortages must be reported to BDAS in the Quarterly Reports, and Contractor must be actively working to recruit new staff:

6.1.2.4.1. 3.5 Level of Care, or 3.5 Co-occurring Capable Level of Care:

6.1.2.4.1.1. A maximum of five (5) individuals to 1 (one) Milieu/Line Staff Member present with individuals, during awake hours, when individuals are not participating in a group or individual session; and

6.1.2.4.1.2. A maximum of 10 individuals to one (1) awake Milieu/Line Staff during overnight hours.

6.1.2.4.2. 3.5 Co-occurring Enhanced Level of Care, or 3.7 Level of Care:

6.1.2.4.2.1. A maximum of five (5) individuals to one (1) Milieu/Line Staff Member present with individuals during awake hours, when individuals are not participating in a group or individual session; and

6.1.2.4.2.2. A maximum of 10 individuals to one (1) awake Milieu/Line during overnight hours.

6.1.2.4.3. 3.1 Level of Care:

6.1.2.4.3.1. A maximum of eight (8) individuals to one (1) Milieu/Line staff member

present with individuals during awake hours, when individuals are not participating in a group or individual session; and

6.1.2.4.3.2. A maximum 14 individuals to one (1) awake Milieu/Line staff during overnight hours.

6.2. The Contractor shall notify the Department, in writing, of changes in key personnel, of whom a minimum of 10% of their work time is devoted to providing SUD treatment and/or recovery support services, and provide, within five (5) working days, updated resumes that clearly indicate the staff member is employed by the Contractor.

6.3. The Contractor shall notify the Department in writing within one (1) month of hire when a new administrator, coordinator, or any staff person essential to delivering this scope of services is hired to work in the program(s). The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the new hire notification.

6.4. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one (1) month.

6.5. The Contractor shall have policies and procedures related to student interns that address minimum coursework, experience and core competencies for interns having direct contact with individuals served by this Agreement.

6.6. The Contractor shall ensure student interns complete training on the following topics, as approved by the Department, prior to beginning their internship:

6.6.1. Ethics;

6.6.2. 12 Core Functions;

6.6.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and

6.6.4. Information security and confidentially practices for handling PHI and substance use disorder treatment records as safeguarded by 42 CFR Part 2.

6.7. The Contractor shall ensure attendance of all required training for interns is documented in the interns' records and shall provide a list of which includes the intern's name and dates and topics of training, to the Department, as requested.

6.8. The Contractor shall ensure the health, safety, and well-being of all individuals in areas where individuals congregate, including, but not limited to:

6.8.1. Common areas.

6.8.2. Group rooms.

6.8.3. Classrooms.

6.9. The Contractor shall ensure written policies are available for Department review, as requested, for all required positions. The Contractor may request an exemption of staffing requirements if the requirements are inappropriate for services provided.

6.10. The Contractor shall provide both clinical and safety justifications to request exemption for any of the staffing requirements believed inappropriate for proposed services and/or if the facility does not meet the staffing requirements to the Department for approval.

6.11. The Contractor shall ensure no Licensed Clinical Supervisor shall supervise more than 12 staff unless the Department has approved an alternative supervision plan.

6.12. The Contractor shall provide ongoing clinical supervision that occurs at regular intervals, and is documented in all staff members' records and evidence-based practices. Clinical supervision, shall include, at a minimum:

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

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

6.13. The Contractor shall provide training to all staff providing SUD services under this Agreement on the following topics. Training attendance must be documented in all staff members' records:

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

6.13.2. The 12 core functions;

6.13.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and

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

6.14. The Contractor shall ensure all Unlicensed Staff complete training on the following topics, as approved by the Department, within six (6) months of hire:

6.14.1. Ethics;

6.14.2. 12 Core Functions;

6.14.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and

6.14.4. Information security and confidentially practices for handling PHI and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within six (6) months of hire.

6.15. The Contractor shall provide in-service training to all staff involved in individual care within 15 days of the contract effective date or the staff person's employment start date, if the staff member started work after the contract effective date and annually thereafter. The Contractor shall ensure in-service training topics are as follows:

6.15.1. Contract requirements;

6.15.2. Policies and procedures provided by the Department;

6.15.3. Hepatitis C (HCV);

6.15.4. Human immunodeficiency virus (HIV);

6.15.5. Tuberculosis (TB); and

6.15.6. Sexually transmitted diseases (STDs).

6.16. The Contractor shall ensure all staff receive annual continuing education on the following topics:

6.16.1. Advancements in the science and evidence-based practices of the SUD field; and

6.16.2. State and federal laws and rules relating to confidentiality.

6.17. The Contractor shall ensure staff attendance of all required training is documented in the staff members' records and shall provide a list of trained staff which includes dates and topics of training, to the Department, as requested.

7. Audit Requirements

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

7.1.1. 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.

7.1.2. 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.

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

7.2. If Condition A exists, the Contractor must 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.

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

7.4. 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.

7.5. 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 must 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.

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

7.7. The Contractor must ensure the corrective action plan uses SMART goals and objectives, and includes:

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

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

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

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

7.7.5. How and when the Contractor shall report to the Department on progress on implementation and effectiveness

8. Exhibits Incorporated

8.1. 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.

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

8.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

9. Reporting Requirements

9.1. The Contractor shall report individual demographic data in WITS for all BDAS funded individuals as specified in the current WITS User Guide.

9.2. The Contractor shall report individual National Outcome Measures (NOMS) data in WITS for:

9.2.1. 100% of all individuals at admission.

9.2.2. 100% of all individuals who are discharged.

9.3. The Contractor shall report all data *necessary* for *calculation* of the following performance measures in WITS and as specified in the WITS User Guide:

9.3.1. Initiation: Percentage of individuals accessing services within 14 days of screening;

9.3.2. Engagement: Percentage of individuals receiving three (3) or more eligible services within 34 days of screening;

9.3.3. Retention: Percentage of individuals receiving six (6) or more eligible services within 60 days of screening;

9.3.4. Treatment completion: Percentage of individuals completing treatment; and

9.3.5. National Outcome Measures (NOMS):

9.3.5.1. Reduction in/no change in the frequency of both alcohol and other drug substance use at discharge compared date of first service.

9.3.5.2. Increase in/no change in number of individuals employed or in school on the date of last service compared to first service.

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

9.3.5.4. Increase in/no change in number of individuals that have

stable housing at last service compared to first service.

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

9.4. The Contractor shall report all other data, as specified in the WITS User Guide, to support the Department's analysis and reporting on demographics, performance, services and other factors as determined by the Department and in a format specified by the Department.

9.5. The Contractor shall complete monthly contract compliance reporting no later than the 10th day of the month following the reporting month in a format determined and as requested by the Department.

9.6. The Contractor shall submit quarterly contract compliance reporting no later than the 10th day of following month in a format determined and as requested by the Department.

9.7. The Contractor shall report all critical incidents to the Department in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

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

9.7.1.1. Abuse;

9.7.1.2. Neglect;

9.7.1.3. Exploitation;

9.7.1.4. Rights violation;

9.7.1.5. Missing person;

9.7.1.6. Medical emergency;

9.7.1.7. Restraint; or

9.7.1.8. Medical error.

9.8. The Contractor shall submit additional information regarding critical incidents to the Department as requested and required.

9.9. The Contractor shall report critical incidents to other agencies as required by law.

9.10. The Contractor shall notify the Department in writing of all contact with law enforcement as soon as possible and no more than 24 hours following the incident.

9.11. The Contractor shall notify the Department in writing of all media contacts as

soon as possible and no more than 24 hours following the incident.

9.12. The Contractor shall report in accordance with the Department's Sentinel Even Reporting guidance.

9.13. The Contractor shall refer to the current WITS User Guide for guidance on NOMS and other data reporting requirements.

10. Performance Measures

10.1. Contract performance shall be measured to evaluate service quality and efficacy in mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses. The following performance measures will be used by the Department to evaluate selected vendor performance:

10.1.1. Initiation: Percentage of individuals accessing services within 14 days of screening;

10.1.2. Engagement: Percentage of individuals receiving three (3) or more eligible services within 34 days of screening;

10.1.3. Retention: Percentage of individuals receiving six (6) or more eligible services within 60 days of screening;

10.1.4. Treatment completion: Percentage of individuals completing treatment; and

10.1.5. National Outcome Measures (NOMS): The percentage of individuals out of all individuals discharged improved in at least three (3) out of five (5) of the following NOMS outcome criteria:

10.1.5.1. Reduction in/no change in the frequency of both alcohol and other drug substance use at discharge compared to the period of 7 days before and the date of first service during an episode of care (or previous episode of care for individuals referred for services from a different BDAS contracted SUD treatment provider).

10.1.5.2. Increase in/no change in number of individuals employed or in school on the date of last service compared to first service.

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

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

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

10.2. The Contractor shall meet or exceed baseline performance requirements as determined by the Department.

10.2.1. The Department will actively and regularly collaborate with the Contractor to develop a performance improvement structure that will enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

10.2.2. The Department may identify expectations for active and regular collaboration, including key performance measures, in this Agreement. Where applicable, the Contractor must collect and share data with the Department, as requested and in a format specified by the Department.

10.3. The Contractor shall participate in all quality improvement activities to ensure the standard of care for individuals, as directed and requested by the Department, including, but not limited to:

10.3.1. Electronic and in-person individual record reviews.

10.3.2. Site visits.

10.3.3. Training and technical assistance activities.

10.4. The Contractor shall monitor and manage the utilization of levels of care and service array to ensure services are offered through the term of the contract to maintain a consistent service capacity for SUD treatment and recovery support services statewide by monitoring the capacity such as staffing and other resources to consistently and evenly deliver these services.

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

10.6. The Contractor shall participate in quarterly meetings with the Department to ensure compliance with the contractual requirements.

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

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

11. Additional Terms

11.1. Impacts Resulting from Court Orders or Legislative Changes

11.1.1. 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 so as to achieve

compliance therewith.

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

11.2.1. The Contractor shall submit, within ten (10) days of the Agreement 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.

11.3. Credits and Copyright Ownership

11.3.1. If the Contractor wishes to publicly reference or market their use of American Society of Addiction Medicine (ASAM) criteria, or utilize language related to American Society of Addiction Medicine levels of care in promotion or marketing of their services, the Contractor must agree to sign and have in effect, the End User License Agreement with the State of New Hampshire prior to publicly referencing or marketing their services as such. The Contractor shall comply with the terms of Appendix F, End User License Agreement, or the Contractor shall not be permitted to publicly reference or market their use of anything related to ASAM.

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

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

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

11.3.4.1. Brochures.

11.3.4.2. Resource directories.

11.3.4.3. Protocols or guidelines.

11.3.4.4. Posters.

11.3.4.5. Reports.

11.3.5. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

11.4. Operation of Facilities: Compliance with Laws and Regulations

11.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement 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.

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

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

11.4.4. The Contractor shall ensure facilities where services are provided meet all the applicable laws, rules, policies, and standards.

11.4.5. The Contractor shall submit a transition plan for Department approval no later than 30 days from the contract effective date of the resulting contract that specifies actions to be taken in the event that the selected vendor can no longer provide services. The selected Contractor shall ensure the transition plan includes, but is not limited to:

11.4.5.1. An action plan that ensures the seamless transition of individuals to alternative providers with no gap in services;

11.4.5.2. Where and how individual records will be transferred to ensure no gaps in services, ensuring the Department is

not identified as the entity responsible for individual records; and

11.4.5.3. Individual notification processes and procedures for transitioning records.

11.4.6. The Contractor shall comply with applicable federal and state laws, rules and regulations, applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.

11.4.7. The Contractor shall comply with all information security and privacy requirements as set by the Department.

11.5. Eligibility Determinations

11.5.1. If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

11.5.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

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

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

11.6. Records

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

11.6.1.1. 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.

11.6.1.2. 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.

11.6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.

11.6.1.4. Medical records on each individual who receives services.

11.6.2. During the term of this Agreement 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 Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) 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 Operational Requirements

1. **Requirements for Organizational or Program Changes.**
   - 1.1. The Contractor shall provide written notification to the no later than 30 days prior to changes in:
     - 1.1.1. Ownership;
     - 1.1.2. Physical location; or
     - 1.1.3. Name.
   - 1.2. The Contractor shall submit a copy of the certificate of amendment from the New Hampshire Secretary of State with the effective date of the change to the Department, when there is a change in the name of the ownership, physical location, or name of the organization,
2. **Inspections and Administrative Remedies**
   - 2.1. The Contractor shall allow any Department representative at any time to be admitted on the premises to inspect:
     - 2.1.1. The facility;
     - 2.1.2. All programs and services provided through this Agreement; and
     - 2.1.3. Any records required by the Agreement.
   - 2.2. The Contractor shall be issued a notice of deficiencies when the Department determines that the Contractor is in violation of any contract requirements. The Contractor shall receive written notice from the Department, as applicable which:
     - 2.2.1. Identifies each deficiency;
     - 2.2.2. Identifies the specific proposed remedy(ies); and
     - 2.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 541-A and NH Administrative Rule He-C 200.
   - 2.3. The Contractor shall receive administrative remedies from the Department for violations of contract requirements, which may include, but is not limited to:
     - 2.3.1. The requirement to submit a plan of correction (POC).
     - 2.3.2. The imposition of a POC by the Department.
     - 2.3.3. Contract suspension.
     - 2.3.4. Contract Revocation.
3. **Plans of Corrective Action**
   - 3.1. The Contractor shall submit a written POC to the Department within 21 days of receiving a notice of deficiencies, for review and acceptance. The Contractor shall ensure the POC includes, but is not limited to:
     - 3.1.1. Steps to be taken to correct each deficiency.

3.1.2. Measures that will be put in place.

3.1.3. System changes to be made to ensure that the deficiency does not recur.

3.1.4. The date by which each deficiency will be corrected, ensuring the correction occurs no later than 90 days from the date the POC is submitted to the Department.

3.2. The Contractor shall ensure each POC:

3.2.1. Achieves compliance with contract requirements;

3.2.2. Addresses all deficiencies and deficient practices as cited in the notice of deficiencies; and

3.2.3. Mitigates the likelihood of a new violation of contract requirements as a result of implementation of the POC.

3.3. The Department shall notify the Contractor of the reasons for rejection of the POC, if the POC is not accepted. The Contractor shall:

3.3.1. Develop and submit a revised POC within 21 days of the date of the written notification of POC rejections.

3.3.2. Ensure the revised POC complies with POC standards identified above.

3.4. The Contractor shall be subject to a directed POC from the Department that specifies the corrective actions to be taken when:

3.4.1. Deficiencies were identified during an inspection that require immediate corrective action to protect the health and safety of the individuals receiving services or staff providing services.

3.4.2. The original POC is not submitted within 21 days of the date of the written notification of deficiencies;

3.4.3. The revised POC is rejected by the Department; or

3.4.4. The POC is not implemented by the completion date identified in the Department-accepted POC.

3.5. The Contractor shall admit and allow the Department access to the premises and records related to the Department-accepted POC, after the completion date identified in the POC, in order to verify the implementation of the POC, which may include, but is not limited to:

3.5.1. Review of materials submitted by the Contractor;

3.5.2. Follow-up inspection; or

3.5.3. Review of compliance during the next scheduled inspection.

4. Duties and Responsibilities

4.1. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to individuals on an ongoing basis.

4.2. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.

4.3. The Contractor shall employ an administrator responsible for the day-to-day operations of services provided in this Agreement. The Contractor shall:

4.3.1. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and

4.3.2. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor, the staff position(s) to be delegated, and the authority and responsibility to act in the administrator's behalf when the administrator is absent.

4.4. The Contractor shall ensure the following documents are posted in a public area:

4.4.1. A copy of the Contractor's policies and procedures relative to the implementation of rights and responsibilities for individuals receiving services, including confidentiality per 42 CFR Part 2; and

4.4.2. The Contractor's plan for fire safety, evacuation, and emergencies, identifying the location of, and access to all fire exits.

4.5. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the Department.

4.6. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the Department, and all court orders.

4.7. The Contractor shall follow the required procedures for the care of the individuals, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007 for residential programs, if the Contractor accepts an individual who is known to have a disease reportable under NH Administrative Rule He-P 301, or an infectious disease.

4.8. The Contractor shall comply with state and federal regulations on confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12.

4.9. The Contractor shall develop policies and procedures regarding the release of information contained in individual service records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.

4.10. The Contractor shall ensure all records relating to services provided through this Agreement are legible, current, accurate, and available to the Department during an inspection or investigation.

4.11. The Contractor shall ensure service site(s) are accessible to individuals with a disability, using Americans with Disabilities Act (ADA) accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq. The Contractor shall ensure service sites include:

4.11.1. A reception area separate from living and treatment areas;

4.11.2. A private space for personal consultation, charting, treatment and social activities, as applicable;

4.11.3. Secure storage of active and closed confidential individual records; and

4.11.4. Separate and secure storage of toxic substances.

4.12. The Contractor shall establish a code of ethics for staff that includes a mechanism for reporting unethical conduct.

4.13. The Contractor shall develop, implement, and maintain specific policies, including:

4.13.1. Rights, grievance, and appeals policies and procedures for individuals receiving services;

4.13.2. Progressive discipline, leading to administrative discharge;

4.13.3. Reporting and appealing staff grievances;

4.13.4. Alcohol and other drug use while in treatment;

4.13.5. Individual and employee smoking that are in compliance with Exhibit B, Section 3.16;

4.13.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;

4.13.7. Holding an individual's possessions;

4.13.8. Secure storage of staff medications;

4.13.9. Medication belonging to individuals receiving services;

4.13.10. Urine specimen collection, as applicable, that:

4.13.10.1. Ensures collection is conducted in a manner that preserves individual privacy as much as possible; and

4.13.10.2. Minimizes falsification;

4.13.11. Safety and emergency procedures on:

4.13.11.1. Medical emergencies;

4.13.11.2. Infection control and universal precautions, including the use of protective clothing and devices;

4.13.11.3. Reporting injuries;

4.13.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures; and

4.13.11.5. Emergency closings,;

4.13.12. The Contractor shall develop, implement and maintain procedures for:

4.13.12.1. Protection of individual records that govern use of records, storage, removal, conditions for release of information, and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and

4.13.12.2. Quality assurance and improvement.

5. Collection of Fees.

5.1. The Contractor shall maintain procedures regarding collections from individual fees, private or public insurance, and other payers responsible for the individual's finances; and

5.2. The Contractor shall provide the individual, and the individual's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge at the time of screening and admission,

6. Screening and Denial of Services

6.1. The Contractor shall maintain a record of all individual screenings, including:

6.1.1. The individual's name and/or unique identifier;

6.1.2. The individual's referral source;

6.1.3. The date of initial contact from the individual or referring agency;

6.1.4. The date of screening; and

6.1.5. The result of the screening, including the reason for denial of services if applicable;

6.2. The Contractor shall record all referrals to and coordination with the Doorway and interim services or the reason that the referral was not made; for any individual who is placed on a waitlist. The Contractor shall:

6.2.1. Record all contact with the individual between screening and removal from the waitlist; and

6.2.2. Record the date the individual was removed from the waitlist and the reason for removal.

6.3. In the instance an individual requesting services is denied service(s), the Contractor shall:

6.3.1. Inform the individual of the reason for denial of service(s); and

6.3.2. Assist the individual in identifying and accessing appropriate available treatment.

6.4. The Contractor shall not deny services to an individual solely because the individual:

6.4.1. Previously left treatment against the advice of staff;

6.4.2. Relapsed from an earlier treatment;

6.4.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or

6.4.4. Has been diagnosed with a mental health disorder.

6.5. The Contractor shall report on denial of services to individuals at the request of the Department.

7. **Staffing Requirements**

7.1. The Contractor shall develop a current job descriptions for all staff, including contracted staff, volunteers, and student interns, which includes:

7.1.1. Job title;

7.1.2. Physical requirements of the position;

7.1.3. Education and experience requirements of the position;

7.1.4. Duties of the position;

7.1.5. Positions supervised; and

7.1.6. Title of immediate supervisor.

7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which includes, but is not limited to:

7.2.1. Requiring a prospective employees to sign a releases to allow the Contractor to conduct a criminal record check;

7.2.2. Requiring the administrator or designee to obtain and review criminal record checks from the New Hampshire Department of Safety for each prospective employee;

7.2.3. Ensuring criminal record check standards are reviewed to ensure the health, safety, or well-being of individuals, beyond which shall be reason for non-selection for employment, including the following:

7.2.3.1. Felony convictions in this or any other state;

7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and

7.2.3.3. Findings by the Department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and

7.2.4. Waiver of 7.2.3 above for good cause shown.

7.3. The Contractor shall ensure all staff, which includes contracted staff, meet the educational, experiential, and physical qualifications of the position as listed in their job description. The Contractor shall ensure staff:

7.3.1. Do not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;

7.3.2. Are licensed, registered or certified as required by state statute and as applicable;

7.3.3. Receive an orientation within the first three (3) days of work or prior to direct contact with individuals, which includes:

7.3.3.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;

7.3.3.2. The Contractor's policies on the rights, responsibilities, and complaint procedures for individuals receiving services;

7.3.3.3. Federal and state confidentiality requirements;

7.3.3.4. Grievance procedures;

7.3.3.5. Job duties, responsibilities, policies, procedures, and guidelines;

7.3.3.6. Topics covered by both the administrative and personnel manuals;

7.3.3.7. The Contractor's infection prevention program;

7.3.3.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of staff in an emergency; and

7.3.3.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and

7.3.4. Sign and date documentation that they have taken part in an orientation as described above;

7.3.5. Complete a mandatory annual in-service education, which includes a review of all elements described above.

7.4. The Contractor shall ensure, prior to having contact with individuals receiving services, that employees and contracted employees:

7.4.1. Submit proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:

7.4.1.1. The name of the examinee;

7.4.1.2. The date of the examination;

7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;

7.4.1.4. Results of a 2-step TB test, Mantoux method or other method approved by the Centers for Disease Control; and

7.4.1.5. The dated signature of the licensed health practitioner.

7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and

7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium TB through shared air space with persons with infectious TB.

7.5. The Contractor shall ensure employees, contracted employees, volunteers and independent Contractors who have direct contact with individuals who have a history of TB or a positive skin test have a symptomatology screen of a TB test.

7.6. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student intern, volunteer, and contracted staff, which includes, but is not limited to:

7.6.1. A completed application for employment or a resume.

7.6.2. Identification data.

7.6.3. The education and work experience of the employee.

7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:

7.6.4.1. Position title;

7.6.4.2. Qualifications and experience; and

7.6.4.3. Duties required by the position.

7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable.

7.6.6. A signed and dated record of orientation as required above.

7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable.

7.6.8. Records of screening for communicable diseases results required above.

7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary.

7.6.10. Documentation of annual in-service education as required above that includes date of completion and signature of staff.

7.6.11. Information as to the general content and length of all continuing education or educational programs attended;

7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the individual's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy;

7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that the individual:

7.6.13.1. Does not have a felony conviction in this or any other state;

7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect, or exploitation or pose a threat to the health, safety or well-being of an individual; and

7.6.13.3. Has not had a finding by the Department or any administrative agency in NH or any other state for assault, fraud, abuse, neglect or exploitation of any person; and

7.6.14. Documentation of the criminal records check and any waivers, as applicable.

7.7. An individual need not re-disclose any of the matters in the criminal background check if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.

8. **Clinical Supervision of Unlicensed Counselors**

8.1. The Contractor shall ensure all unlicensed counselors providing treatment, education and/or recovery support services; and all uncertified CRSWs, are under the direct supervision of a licensed supervisor.

8.2. The Contractor shall ensure no licensed supervisor supervises more than 12 unlicensed staff, unless the Department has approved an alternative supervision plan.

8.3. The Contractor shall ensure unlicensed counselors receive a minimum of one (1) hour of supervision for every 20 hours of direct contact with individuals receiving services;

8.4. The Contractor ensures supervision is provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;

8.5. The Contractor shall ensure supervision includes:

8.5.1. Review of case records;

8.5.2. Observation of interactions with individuals receiving services;

8.5.3. Skill development; and

8.5.4. Review of case management activities.

8.6. The Contractor shall ensure supervisors maintain a log of the supervision date, duration, content and who was supervised by whom.

8.7. The Contractor shall ensure staff licensed or certified shall receive supervision in accordance with the requirement of their licensure.

9. Orientation for Individuals Receiving Services

9.1. The Contractor shall conduct an orientation for individuals receiving services upon admission to program, either individually or by group, that includes:

9.1.1. Rules, policies, and procedures of the program and facility;

9.1.2. Requirements for successfully completing the program;

9.1.3. The administrative discharge policy and the grounds for administrative discharge;

9.1.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements;

9.1.5. Requiring the individual to sign and date a receipt that the orientation was conducted.

10. Treatment Plans

10.1. The Contractor shall ensure a licensed counselor or an unlicensed counselor, under the supervision of a licensed counselor, develops and maintains a written treatment plan for each individual receiving services in accordance with SAMHSA TAP 21: Addiction Counseling Competencies, which addresses all ASAM domains. The Contractor shall ensure the treatment plan:

10.1.1. Identifies the individual's clinical needs, treatment goals, and objectives.

10.1.2. Identifies the individual's strengths and resources for achieving goals and objectives above;

10.1.3. Defines the strategy for providing services to meet the individual's needs, goals, and objectives;

10.1.4. Identifies and documents referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;

10.1.5. Provides the criteria for terminating specific interventions;

10.1.6. Includes specification and description of the indicators to be used to assess the individual's progress;

10.1.7. Includes documentation of participation in the treatment planning process or the reason why the individual did not participate; and

10.1.8. Includes signatures of the individual and the counselor agreeing to the treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.

10.1.9. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB.

11. Group education and counseling

11.1. The Contractor shall maintain an outline of each educational and group therapy session provided.

11.2. The Contractor shall ensure all group counseling sessions are limited to 12 individuals or fewer per counselor.

12. Progress notes

12.1. The Contractor shall ensure progress notes are completed for each individual, group, or family treatment or education session.

12.2. The Contractor shall ensure progress notes include, but not limited to:

12.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;

12.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and

12.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session.

13. Discharge and Transfer

13.1. The Contractor shall discharge an individual from a program for the following reasons:

13.1.1. Program completion or transfer based on changes in the individual's functioning relative to ASAM criteria;

13.1.2. Program termination, including:

13.1.2.1. Administrative discharge;

13.1.2.2. Non-compliance with the program;

13.1.2.3. The individual left the program before completion against advice of treatment staff; and

13.1.3. The individual is inaccessible, due to reasons that may include incarceration or hospitalization.

13.2. The Contractor shall ensure that counselors complete a narrative discharge summary in all cases of individual discharge or transfer. The Contractor shall ensure the discharge summary includes, but is not limited to:

13.2.1. The dates of admission and discharge or transfer.

13.2.2. The individual's psychosocial substance misuse history and legal history.

13.2.3. A summary of the individual's progress toward treatment goals in all ASAM domains.

13.2.4. The reason for discharge or transfer.

13.2.5. The individual's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment.

13.2.6. A summary of the individual's physical and mental health condition at the time of discharge or transfer.

13.2.7. A continuing care plan, including all ASAM domains.

13.2.8. A determination as to whether the individual would be eligible for re-admission to treatment, if applicable.

13.2.9. The dated signature of the counselor completing the summary.

13.3. The Contractor shall ensure the discharge summary is completed:

13.3.1. No later than seven (7) days following a individual's discharge or transfer from the program; or

13.3.2. For withdrawal management services, by the end of the next business day following an individual's discharge or transfer from the program.

13.4. The Contractor shall ensure, when transferring a individual from one level of care to another within the same certified Contractor agency or to another treatment provider, the counselor:

13.4.1. Completes a progress note on the client's treatment and progress towards treatment goals, to be included in the individual's record; and

13.4.2. Updates the individual assessment and treatment plan.

13.5. The Contractor shall forward copies of the information to a receiving provider when transferring an individual to another treatment provider, upon receiving a signed release of confidential information from the individual. The Contractor shall ensure information includes:

13.5.1. The discharge summary;

13.5.2. Individual demographic information, including the individual's name, date of birth, address, telephone number, and the last four (4) digits of their Social Security number; and

13.5.3. A diagnostic assessment statement and other assessment information, including:

13.5.3.1. TB test results;

13.5.3.2. A record of the individual's treatment history; and

13.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.

13.6. The Contractor shall ensure the counselor meets with the individual at the time of discharge or transfer to establish a continuing care plan. The Contractor shall ensure the continuing care plan:

13.6.1. Includes recommendations for continuing care in all ASAM domains;

13.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and

13.6.3. Assists the individual in making contact with other agencies or services.

13.7. The Contractor shall ensure the counselor documents, in the individual's service record, if and why the meeting described above could not take place.

13.8. The Contractor shall ensure individuals receiving services through this Agreement are only administratively discharged for the following reasons:

13.8.1. The individual's behavior on program premises is abusive, violent, or illegal;

13.8.2. The individual is non-compliant with prescription medications;

13.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the individual's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or

13.8.4. The individual violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

14. **Individual Service Record System**

14.1. The Contractor shall implement a comprehensive system in paper and/or electronic format to maintain service records for each individual receiving services. The Contractor shall ensure service records are:

14.1.1. Organized into related sections with entries in chronological order;

14.1.2. Easy to read and understand;

14.1.3. Complete, containing all the parts;

14.1.4. In compliance with all applicable confidentiality laws, including 42 CFR Part 2 and Exhibit K;

14.1.5. Up-to-date, including notes of most recent contacts; and

14.1.6. Accessible to the Department upon request.

14.2. The Contractor shall ensure service records are organized as follows:

14.2.1. First section, Intake/Initial Information:

14.2.1.1. Identification data, including the individual's:

14.2.1.1.1. Name;

14.2.1.1.2. Date of birth;

14.2.1.1.3. Address;

14.2.1.1.4. Telephone number; and

14.2.1.1.5. The last four (4) digits of the individual's Social Security number;

14.2.1.2. The date of admission;

14.2.1.3. Name, address, and telephone number of the individual's:

14.2.1.3.1. Legal guardian;

14.2.1.3.2. Representative payee;

14.2.1.3.3. Emergency contact;

14.2.1.3.4. The person or entity referring the individual for services, as applicable;

14.2.1.3.5. Primary health care provider;

14.2.1.3.6. Behavioral health care provider, if applicable;

14.2.1.3.7. Public or private health insurance provider(s), or both;

14.2.1.4. The individual's religious preference, if any;

14.2.1.5. The individual's personal health history;

14.2.1.6. The individual's mental health history;

14.2.1.7. Current medications;

14.2.1.8. Records and reports prepared prior to the individual's current admission and determined by the counselor to be relevant; and

14.2.1.9. Signed receipt of notification of individual rights;

14.2.2. Second section, Screening/Assessment/Evaluation:

14.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit B.

14.2.3. Third section, Treatment Planning:

14.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Exhibit B and in this Exhibit B-1; and

14.2.3.2. Signed and dated progress notes and reports from all programs involved.

14.2.4. Fourth section, Discharge Planning:

14.2.4.1. A narrative discharge summary, as required in this Exhibit B-1.

14.2.5. Fifth section, Releases of Information/Miscellaneous:

14.2.5.1. Release of information forms compliant with 42 CFR, Part 2;

14.2.5.2. Any correspondence pertinent to the individual; and

14.2.5.3. Any other pertinent information the Contractor deemed significant.

14.3. If the Contractor utilizes a paper format record system, then the sections identified above shall be tabbed sections.

15. Medication Services

15.1. The Contractor shall ensure no administration of medications, including physician samples, occur except by a licensed medical practitioner working within their scope of practice.

15.2. The Contractor shall ensure all prescription medications brought by a individual to program are in their original containers and legibly display the following information:

15.2.1. The individual's name;

15.2.2. The medication name and strength;

15.2.3. The prescribed dose;

15.2.4. The route of administration;

15.2.5. The frequency of administration; and

15.2.6. The date ordered.

15.3. The Contractor shall ensure any change or discontinuation of prescription medications includes a written order from a licensed practitioner.

15.4. The Contractor shall ensure all prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the individual's person or stored in the individual's room, are stored as follows: DS

15.4.1. All medications are kept in a storage area that is:

15.4.1.1. Locked and accessible only to authorized personnel;

15.4.1.2. Organized to allow correct identification of each individual's medication(s);

15.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and

15.4.1.4. Equipped to maintain medication at the proper temperature;

15.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, are kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and

15.4.3. Topical liquids, ointments, patches, creams and powder forms of products are stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.

15.5. The Contractor shall ensure medication belonging to staff are only accessible to staff and are stored separately from medications belonging to individuals served.

15.6. The Contractor shall ensure over-the-counter (OTC) medications brought into the program by individuals receiving services are:

15.6.1. In original, unopened containers;

15.6.2. Are stored in accordance with this Exhibit B-1;

15.6.3. Are marked with the name of the individual using the medication; and

15.6.4. Are taken in accordance with the directions on the medication container or as ordered by a licensed practitioner.

15.7. The Contractor shall ensure all medications self-administered by an individual, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the individual without supervision, are supervised by the program staff. The Contractor shall ensure staff:

15.7.1. Remind the individual to take the correct dose of their medication at the correct time;

15.7.2. May open the medication container but do not physically handle the medication itself in any manner; and

15.7.3. Remain with the individual to observe them taking the prescribed dose and type of medication;

15.7.4. Document each medication taken in an individual's medication log, which includes:

15.7.4.1. The medication name, strength, dose, frequency and route of administration;

15.7.4.2. The date and the time the medication was taken;

15.7.4.3. The signature or identifiable initials of the staff supervising the consumption of the medication by the individual receiving services; and

15.7.4.4. The reason for any medication refused or omitted, as applicable.

15.8. The Contractor shall ensure the individual's medication log is included in the individual's record and any remaining medication is taken with the individual upon their discharge.

16. Notice of Rights for Individuals Receiving Services

16.1. The Contractor shall ensure programs inform individuals of their rights in clear, understandable language and form, both verbally and in writing. The Contractor shall ensure:

16.1.1. Applicants for services are informed of their rights to evaluations and access to treatment;

16.1.2. Individuals are advised of their rights upon entry into any program and annually thereafter; and

16.1.3. Initial and annual notifications of individual rights are documented in the individual's record.

16.2. The Contractor shall ensure every program within the service delivery system posts notice of the rights, as follows:

16.2.1. The notice is continually posted in an area accessible by all;

16.2.2. The notice is presented in clear, understandable language and form; and

16.2.3. Each program and residence has, on the premises, complete copies of rules pertaining to individual rights that are available for individual review.

17. Fundamental Rights of Individuals Receiving Services

17.1. The Contractor shall ensure no individual receiving treatment for a substance use disorder is deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.

18. Personal Rights

18.1. The Contractor shall ensure individuals who are applicants for services or receiving services are treated by program staff with dignity and respect at all times.

18.2. The Contractor shall ensure individuals are free from abuse, neglect and exploitation which may include, but is not limited to:

18.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;

18.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the individual or others; and

18.2.3. Freedom from personal or financial exploitation.

18.3. The Contractor shall ensure individuals receiving services retain the right to privacy.

19. Client Confidentiality

19.1. The Contractor shall comply with the confidentiality requirements in 42 CFR part 2.

19.2. The Contractor shall ensure copies of individual service records for the individual, attorney or other authorized person are available at no charge for the first 25 pages and not more than $0.25 per page thereafter, after review of the record.

19.3. The Contractor shall ensure, if a minor age 12 or older is treated for substance use disorders without parental consent as authorized by RSA 318:B12-a:

19.3.1. The minor's signature alone authorizes a disclosure; and

19.3.2. Any disclosure to the minor's parents or guardians requires a signed authorization to release.

20. Grievances of Individuals Receiving Services

20.1. The Contractor shall ensure individuals receiving services have the right to complain about any matter, including any alleged violation of a right afforded by this Exhibit B-1 or by any state or federal law or rule.

20.2. The Contractor shall ensure any person has the right to complain or bring a grievance on behalf of an individual or a group of individuals.

21. Treatment Rights

21.1. The Contractor shall ensure individuals receiving services have the right to adequate and humane treatment, including:

21.1.1. The right of access to treatment including:

21.1.1.1. The right to evaluation to determine an individual's need for services and to determine which programs are most suited to provide the services needed; and

21.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and

21.1.2. The right to quality treatment including:

21.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the individuals and

programs providing the treatment and to the conditions for which the individual is being treated;

21.1.3. The right to receive services in such a manner as to promote the individual's full participation in the community;

21.1.4. The right to receive all services or treatment to which an individual is entitled in accordance with the time frame set forth in the individual's treatment plan;

21.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with this Exhibit B-1 which addresses the individual's own goals;

21.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the individual to participate in meaningful activities in the communities in which the individual lives and works;

21.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:

21.1.7.1. Freedom of movement; and

21.1.7.2. Participation in the community, while providing the level of support needed by the individual;

21.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:

21.1.8.1. Whenever possible, the consent shall be given in writing; and

21.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;

21.1.9. The right to refuse to participate in any form of experimental treatment or research;

21.1.10. The right to be fully informed of one's own diagnosis and prognosis;

21.1.11. The right to voluntary placement including the right to:

21.1.11.1. Seek changes in placement, services or treatment at any time; and

21.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;

21.1.12. The right to services which promote independence including services directed toward:

21.1.12.1. Eliminating, or reducing as much as possible, the individual's needs for continued services and treatment; and

21.1.12.2. Promoting the ability of the individuals to function at their highest capacity and as independently as possible;

21.1.13. The right to refuse medication and treatment;

21.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;

21.1.15. The right to consultation and second opinion including:

21.1.15.1. At the individual's own expense, the consultative services of:

21.1.15.1.1. Private physicians;

21.1.15.1.2. Psychologists;

21.1.15.1.3. Licensed drug and alcohol counselors; and

21.1.15.1.4. Other health practitioners; and

21.1.15.2. Granting to such health practitioners reasonable access to the individual, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;

21.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring an individual's participation and informed decision-making:

21.1.16.1. Guardian;

21.1.16.2. Representative;

21.1.16.3. Attorney;

21.1.16.4. Family member;

21.1.16.5. Advocate; or

21.1.16.6. Consultant; and

21.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical, or pharmacological restraint, unless the individual is at risk of self-harm or harm to others.

21.2. The Contractor shall ensure no treatment professional is required to administer treatment contrary to such professional's clinical judgment.

21.3. The Contractor shall ensure programs maximize the decision-making authority of the individual.

21.4. The Contractor shall ensure the following provisions apply to individuals for whom a guardian has been appointed by a court:

21.4.1. The guardian and all individuals involved in the provision of services are made aware of the individual's views, preferences and aspirations;

21.4.2. A guardian only makes decisions that are within the scope of the powers set forth in the guardianship order issued by the court;

21.4.3. The program requests a copy of the guardianship order from the guardian;

21.4.4. The order is kept in the individual's record at the program;

21.4.5. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the individual's choice and preference relative to those issues prevail unless the guardian's authority is expanded by the court to include those issues;

21.4.6. A program takes steps that are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:

21.4.6.1. Reviewing with the guardian the limits on their decision-making authority; and

21.4.6.2. Bringing the matter to the attention of the court that appointed the guardian, if necessary;

21.4.7. The guardian acts in a manner that furthers the best interests of the individual;

21.4.8. In acting in the best interests of the individual, the guardian takes the views, preferences, and aspirations of the individual into consideration;

21.4.9. The program takes steps that are necessary to prevent a guardian from acting in a manner that does not further the best interests of the individual and, if necessary, brings the matter to the attention of the court that appointed the guardian; and

21.4.10. In the event that there is a dispute between the program and the guardian, the program informs the guardian of their right to bring the dispute to the attention of the court that appointed the guardian.

22. Termination of Services

22.1. The Contractor shall terminate an individual from services if the individual:

22.1.1. Endangers or threatens to endanger other individuals or staff, or engages in illegal activity on the property of the program;

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22.1.2. Is no longer benefiting from the service(s) provided;

22.1.3. Cannot agree with the Contractor on a mutually acceptable course of treatment;

22.1.4. Refuses to pay for the services received despite having the financial resources to do so; or

22.1.5. Refuses to apply for benefits that could cover the cost of the services received despite the fact that the individual is or may be eligible for benefits.

22.2. The Contractor shall ensure termination does not occur unless the program has given both written and verbal notice to the individual and individual's guardian, if any, that:

22.2.1. Identifies the effective date of termination;

22.2.2. Lists the clinical or management reasons for termination; and

22.2.3. Explains the rights to appeal and the appeal process.

22.3. The Contractor shall document in the service record of an individual who has been terminated that:

22.3.1. The individual has been notified of the termination; and

22.3.2. The termination has been approved by the program administrator.

23. Rights for Individuals Receiving Residential Programs

23.1. The Contractor shall ensure individuals of residential programs retain the following rights:

23.1.1. The right to a safe, sanitary, and humane living environment;

23.1.2. The right to privately communicate with others, including:

23.1.2.1. The right to send and receive unopened and uncensored correspondence;

23.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive a reasonable number of telephone calls, except that residential programs may require an individual to reimburse them for the cost of any calls made by the individual; and

23.1.2.3. The right to receive and to refuse to receive visitors, except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services;

23.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for individuals to engage in such activities;

23.1.4. The right to privacy, including the following:

23.1.4.1. The right to courtesies that include, but are not limited to, knocking on closed doors before entering and ensuring privacy for telephone calls and visits;

23.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and

23.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;

23.1.5. The right to individual choice, including the following:

23.1.5.1. The right to keep and wear their own clothes;

23.1.5.2. The right to space for personal possessions;

23.1.5.3. The right to keep and to read materials of their own choosing;

23.1.5.4. The right to keep and spend their own money; and

23.1.5.5. The right not to perform work for the Contractor and to be compensated for any work performed, except that:

23.1.5.5.1. Individuals may be required to perform personal housekeeping tasks within the individual's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and

23.1.5.5.2. Individuals may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the individual is compensated for work performed; and

23.1.5.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.

23.2. The Contractor shall ensure policies governing individual behavior within a residence are developed, implemented, and available to the Department as requested. The Contractor shall ensure:

23.2.1. Individuals are informed of any house policies upon admission to the residence.

23.2.2. House policies are posted and such policies shall conform with this section.

23.2.3. House policies are periodically reviewed for compliance with this section in connection with quality assurance site visits.

23.2.4. Notwithstanding Section 23.1.4.3 above, development of policies and procedures allowing searches for alcohol and illicit drugs to be conducted:

23.2.4.1. Upon the individual's admission to the program; and

23.2.4.2. If probable cause exists, including such proof as:

23.2.4.2.1. A positive test showing presence of alcohol or illegal drugs; or

23.2.4.2.2. Showing physical signs of intoxication or withdrawal.

24. State and Federal Requirements

24.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall take precedence. The requirements specified below are provided herein to increase the Contractor's compliance.

24.2. The Contractor agrees to the following state and/or federal requirements for specialty treatment for pregnant and parenting women:

24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.2. The program provides or arranges for primary medical care for women who are receiving substance use disorder services, including prenatal care.

24.2.3. The program provides or arranges for childcare with the women are receiving services.

24.2.4. The program provides or arranges for primary pediatric care for the women's children, including immunizations.

24.2.5. The program provides or arranges for gender-specific substance use disorder treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, neglect, and parenting.

24.2.6. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.

24.2.7. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.

24.3. The Contractor shall assist the individual in finding and engaging in a service, which may include, but is not limited to, helping the individual locate an appropriate provider, referring individuals to the needed service provider, setting up appointments for individuals with those providers, and assisting the individual with attending appointments with the service provider(s).

24.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:

24.4.1. Within seven (7) days of reaching 90% of capacity, the program notifies the Department that 90% capacity has been reached.

24.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug use not later than:

24.4.2.1. 14 days after making the request; or

24.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance use disorder treatment program.

24.4.3. The program has established a waitlist that includes a unique patient identifier for each injecting drug user seeking treatment, including individuals receiving interim services while awaiting admission.

24.4.4. The program has a mechanism that enables it to:

24.4.4.1. Maintain contact with individuals awaiting admission;

24.4.4.2. Admit or transfer waiting list individuals at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the individual; and

24.4.4.3. The program takes individuals awaiting treatment off the waiting list only when one of the following conditions exist:

24.4.4.3.1. Individuals cannot be located for admission into treatment or

24.4.4.3.2. Individuals refuse treatment

24.4.5. The program includes activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.

24.4.6. The program has procedures for:

24.4.6.1. Selecting, training, and supervising outreach workers.

24.4.6.2. Contacting, communicating, and following up with individuals at high-risk of substance misuse, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.

24.4.6.3. Promoting awareness among people who inject drugs about the relationship between injection drug use and communicable diseases.

24.4.6.4. Recommending steps that can be taken to ensure communicable diseases do not occur.

24.4.7. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance use disorder services, except in cases when each of the following conditions is met:

24.4.7.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.

24.4.7.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.

24.4.7.3. A physician makes a determination that the following conditions have been met:

24.4.7.3.1. The primary diagnosis of the individual is substance use disorder and the physician certifies that fact.

24.4.7.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.

24.4.7.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.

24.4.7.3.4. The hospital-based substance use disorder program follows national standards of substance use disorder professional practice.

24.4.7.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)

24.4.8. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor

remodeling) any building or other facility; or purchase major medical equipment.

24.4.9. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.

24.4.10. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.

24.4.11. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.

24.4.12. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.

24.4.13. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.

24.4.14. The program uses the SAPT Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:

24.4.14.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program; and

24.4.14.2. Secure payments from individuals for services in accordance with their ability to pay.

24.4.15. The Contractor shall comply with all relevant state and federal laws such as but not limited to:

24.4.15.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale in Exhibit C shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.

24.4.15.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects

or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 44.84%%, federal funds from the Substance Abuse Prevention and Treatment Block Grant, as awarded on October 1, 2020 and October 1, 2022, by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, CFDA 93.959, FAIN TI083464.
   1.2. 12.88% General funds.
   1.3. 17.87% Other funds (Governor's Commission).
2. For the purposes of this Agreement:
   2.1. The Department has identified the Contractor as a SUBRECIPIENT, in accordance with 2 CFR 200.331.
   2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
   2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
3. 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 item, as specified in Exhibits C-1, SUD Treatment Services Budget through Exhibit C-6, Integrated MAT Services Budget.
   3.1. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
   3.2. Ensure approval for Exhibits C-1, SUD Treatment Services Budget through Exhibit C-6, Integrated MAT Services Budget is received from the Department prior to submitting invoices for payment.
   3.3. Request payment for actual expenditures incurred in the fulfillment of this Agreement, and in accordance with the Department-approved budgets.
4. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 days from the contract Effective Date, which shall be retained by the Department. The Contractor shall submit budgets as follows:
   4.1. One (1) budget for each tiered service that specifies expenses for the period from October 1, 2021 through June 30, 2022, as follows:
      4.1.1. Exhibit C-1, SUD Treatment Services Budget
      4.1.2. Exhibit C-2, Integrated MAT Services Budget

5. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2022, which shall be retained by the Department. The Contractor shall submit budgets as follows:
   5.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2022 through June 30 2023, as follows:
      5.1.1. Exhibit C-3, SUD Treatment Services Budget
      5.1.2. Exhibit C-4, Integrated MAT Services Budget
6. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2023, which shall be retained by the Department. The Contractor shall submit budgets as follows:
   6.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2023 through September 29, 2023, as follows:
      6.1.1. Exhibit C-5, SUD Treatment Services Budget
      6.1.2. Exhibit C-6, Integrated MAT Services Budget
7. The Contractor shall bill and seek reimbursement for services provided to individuals as follows:
   7.1. 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.
   7.2. 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.
   7.3. For individuals whose private insurer will not remit payment for the full amount, the Contractor shall bill the individual based on the sliding fee scale below.

Percentage of Individual's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit C-1, to Charge the Individual
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%

350% - 399%	77%

7.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in approved budgets for which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor shall directly bill the Department to access funds in this Agreement.

7.5. Invoices for individuals without health insurance or other coverage for the services they receive, and for operational costs must include general ledger detail indicating the invoice is only for net expenses and must reflect only amounts up to the current Medicaid rate for the services provided.

7.6. Services provided to incarcerated individuals will be reimbursable only with General Funds and Governor Commission Funds for actual costs incurred, and payable upon Department approval.

8. Non-Reimbursement for Services

8.1. The Department shall not reimburse the Contractor for services provided through this contract when a individual has or may have an alternative payer for services described in the Exhibit B, Scope of Work, including, but not limited to:

8.1.1. Services covered by any New Hampshire Medicaid programs for individuals who are eligible for New Hampshire Medicaid.

8.1.2. Services covered by Medicare for individuals who are eligible for Medicare.

8.2. Notwithstanding Section 8.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a individual needs a service that is not covered by the payers listed in Section 8.1.

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

8.4. Notwithstanding Section 8.1 above, when payment of the deductible or copay would constitute a financial hardship for the individual, the Contractor shall seek reimbursement from the State for the deductible based on the sliding fee scale, not to exceed $4,000 per individual per treatment episode.

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

8.5.1. If the individual owns a vehicle:

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT C

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

8.5.2. If the individual does not own a vehicle:

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

9. The Contractor shall submit an invoice and supporting backup documentation to the Department no later than the 15th working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall:

9.1. Ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

9.2. Ensure invoices are net any other revenue received towards the services billed in fulfillment of this Agreement.

9.3. Ensure backup documentation includes, but is not limited to:

9.3.1. General Ledger showing revenue and expenses for the contract.

9.3.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.

9.3.2.1. Per 45 CFR Part 75.430(i)(1), charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.

9.3.2.2. Attestation and time tracking templates, which are available to the Department upon request.

9.3.3. Receipts for expenses within the applicable state fiscal year.

9.3.4. Cost center reports.

9.3.5. Profit and loss repors.

9.3.6. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.

9.3.7. Information requested by the Department verifying allocation or offset based on third party revenue received.

9.3.8. Summaries of patient services revenue and operating revenue and other financial infofrmation as requested by the Department.

10. The Contractor shall review and comply with further restrictions included in the Funding Opportunity Announcement (FOA).

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

    Program Manager
    Department of Health and Human Services
    Bureau of Drug & Alcohol Services
    105 Pleasant Street
    Concord, NH 03301

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

13. The Department shall make payment to the Contractor within 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.

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

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

16. 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.

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

18. 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.

19. Audits

19.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if **any** of the following conditions exist:

19.1.1. 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.

19.1.2. 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.

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

19.2. 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.

19.3. 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.

19.4. 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.

19.5. 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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New Hampshire Department of Health and Human Services
Exhibit D

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

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Vendor Initials _____
9/14/2021
Date _____

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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:

9/14/2021
Date

DocuSigned by:
Steven Kelly
Name: Steven Kelly
Title: COO

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Vendor Initials

9/14/2021
Date

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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:
Steven Kelly
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9/14/2021
Date

Name: Steven Kelly
Title: COO

DS
SK

Vendor Initials
9/14/2021
Date

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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

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Contractor Initials

9/14/2021
Date

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

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

PRIMARY COVERED TRANSACTIONS

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

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

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name:

9/14/2021
Date

DocuSigned by:
Steven Kelly
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Name: Steven Kelly
Title: COO

DS
Contractor Initials SK
Date 9/14/2021

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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.

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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:

9/14/2021
Date

DocuSigned by:
Steven Kelly
2ACA0206D00B488...
Name: Steven Kelly
Title: COO

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:
Steven Kelly
2ACAC20CD00B456...

9/14/2021
Date

Name: Steven Kelly
Title: COO

Exhibit H – Certification Regarding
Environmental Tobacco Smoke
Page 1 of 1

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HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) **Obligations and Activities of Business Associate.**

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

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) Obligations of Covered Entity

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

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

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

Contractor Initials SK

Date 9/14/2021

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

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

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

Department of Health and Human Services	Belonging Medical Group, PLLC
The State	Name of the Contractor
Signed by: Katja Fox	Signed by: Steven Kelly
Signature of Authorized Representative	Signature of Authorized Representative
Katja Fox	Steven Kelly
Name of Authorized Representative	Name of Authorized Representative
Director	COO
Title of Authorized Representative	Title of Authorized Representative
9/14/2021	9/14/2021
Date	Date

DocuSign Envelope ID: 09C8105A-27D0-4B53-ACD1-FB64A25635CD

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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:
Steven Kelly
EAC0CCD0D0D1430...

9/14/2021
Date

Name: Steven Kelly
Title: COO

New Hampshire Department of Health and Human Services
Exhibit J

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: 081373574

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: _____

Contractor Initials SK (DS)

Date 9/14/2021

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 Health and Human Services
Amendment #1

This Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Bridge Street Recovery, LLC ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 13, 2021, (Item #30), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

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

   $933,432

2. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.1., Clinical Services, Subsection 3.1.3. to read:

   3.1.3. The Contractor shall provide the following SUD treatment services to eligible individuals;

   3.1.3.1. RESERVED

   3.1.3.2. RESERVED

   3.1.3.3. The Contractor shall provide Transitional Living Services, which are residential SUD treatment services according to an individualized treatment plan designed to support individuals as they transition back into the community. Transitional Living Services are not defined by ASAM. The Contractor shall ensure:

   3.1.3.3.1. Transitional Living Services include a minimum of three (3) hours of clinical services per week, of which a minimum of one (1) hour shall be delivered by a NH Licensed Counselor or unlicensed Counselor working under the supervision of a NH Licensed Supervisor; and

   3.1.3.3.2. The remaining hours are delivered by a NH Certified Recovery Support Worker (CRSW) working under a NH Licensed Supervisor or a Licensed Counselor; and

   3.1.3.3.3. The maximum length of stay is six (6) months, during which time adult residents who work in the community may be required to pay a portion of room and board.

   3.1.3.4. The Contractor shall ensure a minimum total of **eight (8) beds** are available

for Transitional Living Services provided through this Agreement.

3. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.8 Assistance Enrolling in Insurance Programs, Paragraph 3.8.1. by adding Subparagraph 3.8.1.4. as follows:

   3.8.1.4. New Hampshire Medicare Programs.

4. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.11., Coordination of Care, by adding Paragraph 3.11.13. as follows:

   3.11.13. The Contractor shall use a referral system, which has been approved by the Department, to connect individuals to health and social service providers, as needed.

5. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.17. State Opioid Response (SOR) Grant Standards Paragraph 3.17.6. to read:

   3.17.6. If the Contractor is providing Medication Assisted Treatment (MAT), the Contractor shall do so only with FDA-approved MAT, which includes:

      3.17.6.1. Methadone; and

      3.17.6.2. Buprenorphine products including:

         3.17.6.2.1. Single-entity buprenorphine products;

         3.17.6.2.2. Buprenorphine/naloxone tablets;

         3.17.6.2.3. Buprenorphine/naloxone films; and

         3.17.6.2.4. Buprenorphine/naloxone buccal preparations.

6. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.17. State Opioid Response (SOR) Grant Standards Paragraph 3.17.7. to read:

   3.17.7. If the Contractor is providing medical withdrawal management services that are supported by SOR funds, the Contractor shall do so only when the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

7. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.17. State Opioid Response (SOR) Grant Standards Paragraph 3.17.8. to read:

   3.17.8. If the Contractor wishes to distribute Fentanyl test strips, the Contractor shall provide a Fentanyl test strip utilization plan to the Department for approval prior to implementation. The Contractor shall ensure the utilization plan includes, but is not limited to:

      3.17.8.1. Internal policies for the distribution of Fentanyl strips;

      3.17.8.2. Distribution methods and frequency; and

      3.17.8.3. Other key data as requested by the Department.

8. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.17. State Opioid Response (SOR) Grant Standards Paragraph 3.17.9. to read:

   3.17.9. If the Contractor provides recovery housing, or refers individuals to recovery housing, the Contractor shall ensure any individuals receiving financial aid for the recovery housing, utilizing SOR funds, are in a facility that:

      3.17.9.1. Aligns with the National Alliance for Recovery Residences Standards;

and

3.17.9.2. Is registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with the New Hampshire Administrative Rules, He-A 305, Voluntary Registry for Recovery Houses.

9. Modify Exhibit B, Section 6, Staffing, Subsection, 6.1., Paragraph 6.1.1. to read:

6.1.1. A minimum of one (1) New Hampshire Licensed Supervisor.

10. Modify Exhibit B, Section 6, Staffing, Subsection 6.11 to read:

6.11. The Contractor shall ensure no Licensed Supervisor shall supervise more than 12 staff unless the Department has approved an alternative supervision plan.

11. Modify Exhibit B, Section 11, Additional Terms, Subsection 11.3, Credits and Copyright Ownership, Paragraph 11.3.1. to read:

11.3.1. If the Contractor publicly references or markets their use of American Society of Addiction Medicine (ASAM) criteria, or utilizes language related to ASAM levels of care in promotion or marketing of their services, the Contractor shall:

11.3.1.1. Sign and have in effect, Exhibit L, Amendment #1, Sample End User License Agreement with the Department, prior to such referencing or marketing.

11.3.1.2. Comply with the executed End User Agreement, or shall otherwise not be permitted to publicly reference or market the use of anything related to ASAM.

12. Modify Exhibit B, by adding Section 12, Maintenance of Fiscal Integrity, as follows:

12. Maintenance of Fiscal Integrity

12.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement (total organization and program-level), and Cash Flow Statement for the Contractor. Program-level Profit and Loss Statement shall include all revenue sources and all related expenditures for that program. The program-level Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Outside of the program-level Profit and Loss Statement and budget to actual analysis, all other statements shall be reflective of the entire Bridge Street Recovery, LLC organization and shall be submitted on the same day the reports are submitted to the Board, but no later than the fourth (4th) Wednesday of the month. Additionally, the Contractor will provide interim profit and loss statements for every program area, reported as of the 20th of the month, by the last day of every month. The Contractor will be evaluated on the following:

12.1.1. Days of Cash on Hand:

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

12.1.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting

period. The short-term investments as used above must mature within three (3) months and should not include common stock. Any amount of cash from a line of credit should be broken out separately.

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

12.1.2. Current Ratio:

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

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

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

12.1.3. Debt Service Coverage Ratio:

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

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

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

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

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

12.1.4. Net Assets to Total Assets:

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

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

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

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

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

12.1.5. Total Lines of Credit:

12.1.5.1. The Contractor will provide a listing of every line of credit and amount outstanding for each line.

12.1.5.2. The Contractor will report on any new borrowing activities.

12.1.5.3. The Contractor will report on any instances of non-compliance with any loan covenant or agreement.

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

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

12.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months; or

12.2.3. Does not meet the reporting timeframe; then

12.3. The Department may exercise any of the following:

12.3.1. Require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards;

12.3.2. Notwithstanding paragraph 8 of the General Provisions, Form P-37 of this Agreement, require the Contractor to submit a comprehensive corrective action plan within 30 calendar days of notification that 12.2.1. and/or 12.2.2. have not been met;

12.3.2.1. If a corrective action plan is required, the Contractor shall update the corrective action plan at least every 30 calendar days until compliance is achieved.

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

12.3.3. Terminate the contract pursuant to the General Provisions, Form P-37 of this Agreement.

13. Modify Exhibit B-1, Operational Requirements, by replacing it in its entirety with Exhibit B-1, Amendment #1, Operational Requirements, which is attached hereto and incorporated by reference herein.

14. Modify Exhibit C, Payment Terms, by replacing it in its entirety with Exhibit C, Amendment #1, Payment Terms, which is attached hereto and incorporated by reference herein.

15. Modify Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, by replacing it in its entirety with Exhibit I – Amendment #1, Health Insurance Portability and Accountability Act Business Associate Agreement, which is attached hereto and incorporated herein.

16. Add Exhibit L, Amendment #1, Sample, ASAM End User License Agreement, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

3/2/2022
Date

DocuSigned by:
Katja S. Fox
ED9D05B04C63442...
Name: Katja S. Fox
Title: Director

Bridge Street Recovery, LLC

3/2/2022
Date

DocuSigned by:
John Christian
E66D19540A61497...
Name: John Christian
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

3/4/2022

Date

DocuSigned by:
Robyn Guarino
748734844941460...

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

Operational Requirements

1. **Requirements for Organizational or Program Changes.**

   1.1. The Contractor shall provide written notification to the Department no later than 30 days prior to changes in:

      1.1.1. Ownership;

      1.1.2. Physical location; or

      1.1.3. Name.

   1.2. The Contractor shall submit a copy of the certificate of amendment from the New Hampshire Secretary of State with the effective date of the change to the Department, when there is a change of the ownership, physical location, or name of the organization.

2. **Inspections and Enforcement Remedies**

   2.1. The Contractor shall allow any Department representative at any time to be admitted on the premises to inspect:

      2.1.1. The facility;

      2.1.2. All programs and services provided through this Agreement; and

      2.1.3. Any records required by the Agreement.

   2.2. The Contractor shall be issued a notice of deficiencies when the Department determines that the Contractor is not in compliance with contract requirements. The Contractor shall receive written notice from the Department, as applicable which:

      2.2.1. Identifies each deficiency;

      2.2.2. Identifies the specific proposed remedy(ies).

   2.3. The Contractor shall receive notice from the Department for violations of contract requirements, that may include, but is not limited to:

      2.3.1. The requirement to submit a Plan of Correction (POC).

      2.3.2. The imposition of a directed POC from the Department.

      2.3.3. Termination of the Agreement in accordance with the General Provisions, Form P-37.

3. **Plans of Corrective Action**

   3.1. Notwithstanding paragraph 8, Event of Default, and paragraph 9, Termination of the General Provisions, Form P-37, the Contractor shall submit a written Plan of Correction (POC) to the Department within 21 days of receiving a notice of deficiencies, for review and acceptance. The Contractor shall ensure the POC includes, but is not limited to:

3.1.1. Steps to be taken to correct each deficiency.

3.1.2. Measures that will be put in place.

3.1.3. System changes to be made to ensure that the deficiency does not recur.

3.1.4. The date by which each deficiency will be corrected, ensuring the correction occurs no later than 90 days from the date the POC is submitted to the Department.

3.2. The Contractor shall ensure each POC:

3.2.1. Achieves compliance with contract requirements;

3.2.2. Addresses all deficiencies and deficient practices as cited in the notice of deficiencies; and

3.2.3. Mitigates the likelihood of a new violation of contract requirements as a result of implementation of the POC.

3.3. The Department shall notify the Contractor of the reasons for rejection of the POC, if the POC is not accepted. The Contractor shall:

3.3.1. Develop and submit a revised POC within 21 days of the date of the written notification of POC rejections.

3.3.2. Ensure the revised POC complies with POC standards identified above.

3.4. The Contractor shall be subject to a directed POC from the Department that specifies the corrective actions to be taken when:

3.4.1. Deficiencies were identified during an inspection that require immediate corrective action to protect the health and safety of the individuals receiving services or staff providing services.

3.4.2. The original POC is not submitted within 21 days of the date of the written notification of deficiencies;

3.4.3. The revised POC is rejected by the Department; or

3.4.4. The POC is not implemented by the completion date identified in the Department-accepted POC.

3.5. The Contractor shall admit and allow the Department access to the premises and records related to the Department-accepted POC, after the completion date identified in the POC, in order to verify the implementation of the POC, which may include, but is not limited to:

3.5.1. Review of materials submitted by the Contractor;

3.5.2. Follow-up inspection; or

3.5.3. Review of compliance during the next scheduled inspection.

4. **Duties and Responsibilities**

4.1. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to individuals on an ongoing basis.

4.2. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.

4.3. The Contractor shall employ an administrator responsible for the day-to-day operations of services provided in this Agreement. The Contractor shall:

4.3.1. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and

4.3.2. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor, the staff position(s) to be delegated, and the authority and responsibility to act in the administrator's behalf when the administrator is absent.

4.4. The Contractor shall ensure the following documents are posted in a public area:

4.4.1. A copy of the Contractor's policies and procedures relative to the implementation of rights and responsibilities for individuals receiving services, including confidentiality per 42 CFR Part 2; and

4.4.2. The Contractor's plan for fire safety, evacuation, and emergencies, identifying the location of, and access to all fire exits.

4.5. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the Department.

4.6. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the Department, and all court orders.

4.7. The Contractor shall follow the required procedures for the care of the individuals, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007 for residential programs, if the Contractor accepts an individual who is known to have a disease reportable under NH Administrative Rule He-P 301, or an infectious disease.

4.8. The Contractor shall comply with state and federal regulations on confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12.

4.9. The Contractor shall develop policies and procedures regarding the release of information contained in individual service records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.

4.10. The Contractor shall ensure all records relating to services provided through this Agreement are legible, current, accurate, and available to the Department during an inspection or investigation.

4.11. The Contractor shall ensure service site(s) are accessible to individuals with a disability, using Americans with Disabilities Act (ADA) accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq. The Contractor shall ensure service sites include:

4.11.1. A reception area separate from living and treatment areas;

4.11.2. A private space for personal consultation, charting, treatment and social activities, as applicable;

4.11.3. Secure storage of active and closed confidential individual records; and

4.11.4. Separate and secure storage of toxic substances.

4.12. The Contractor shall establish a code of ethics for staff that includes a mechanism for reporting unethical conduct.

4.13. The Contractor shall develop, implement, and maintain specific policies, including:

4.13.1. Rights, grievance, and appeals policies and procedures for individuals receiving services;

4.13.2. Progressive discipline, leading to administrative discharge;

4.13.3. Reporting and appealing staff grievances;

4.13.4. Alcohol and other drug use while in treatment;

4.13.5. Individual and employee smoking that are in compliance with Exhibit B, Section 3.16;

4.13.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;

4.13.7. Holding an individual's possessions;

4.13.8. Secure storage of staff medications;

4.13.9. Medication belonging to individuals receiving services;

4.13.10. Urine specimen collection, as applicable, that:

4.13.10.1. Ensures collection is conducted in a manner that preserves individual privacy as much as possible; and

4.13.10.2. Minimizes falsification;

4.13.11. Safety and emergency procedures on:

4.13.11.1. Medical emergencies;

4.13.11.2. Infection control and universal precautions, including the use of protective clothing and devices;

4.13.11.3. Reporting injuries;

4.13.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures; and

4.13.11.5. Emergency closings.

4.13.12. The Contractor shall develop, implement and maintain procedures for:

4.13.12.1. Protection of individual records that govern use of records, storage, removal, conditions for release of information, and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and

4.13.12.2. Quality assurance and improvement.

5. Collection of Fees.

5.1. The Contractor shall maintain procedures regarding collections from individual fees, co-insurance payments, cost-shares, private or public insurance, and other payers responsible for the individual's finances; and

5.2. The Contractor shall provide the individual, and the individual's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge at the time of screening and admission,

6. Screening and Denial of Services

6.1. The Contractor shall maintain a record of all individual screenings, including:

6.1.1. The individual's name and/or unique identifier;

6.1.2. The individual's referral source;

6.1.3. The date of initial contact from the individual or referring agency;

6.1.4. The date of screening; and

6.1.5. The result of the screening, including the reason for denial of services if applicable;

6.2. The Contractor shall record all referrals to and coordination with the Doorway and interim services or the reason that the referral was not made; for any individual who is placed on a waitlist. The Contractor shall:

6.2.1. Record all contact with the individual between screening and removal from the waitlist; and

6.2.2. Record the date the individual was removed from the waitlist and the reason for removal.

6.3. In the instance an individual requesting services is denied service(s), the Contractor shall:

6.3.1. Inform the individual of the reason for denial of service(s); and

6.3.2. Assist the individual in identifying and accessing appropriate available treatment.

6.4. The Contractor shall not deny services to an individual solely because the individual:

6.4.1. Previously left treatment against the advice of staff;

6.4.2. Relapsed from an earlier treatment;

6.4.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or

6.4.4. Has been diagnosed with a mental health disorder.

6.5. The Contractor shall report on denial of services to individuals at the request of the Department.

7. **Staffing Requirements**

7.1. The Contractor shall develop current job descriptions for all staff, including contracted staff, volunteers, and student interns, which includes:

7.1.1. Job title;

7.1.2. Physical requirements of the position;

7.1.3. Education and experience requirements of the position;

7.1.4. Duties of the position;

7.1.5. Positions supervised; and

7.1.6. Title of immediate supervisor.

7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which includes, but is not limited to:

7.2.1. Requiring a prospective employees to sign a releases to allow the Contractor to conduct a criminal record check;

7.2.2. Requiring the administrator or designee to obtain and review criminal record checks from the New Hampshire Department of Safety for each prospective employee;

7.2.3. Ensuring criminal record check standards are reviewed to ensure the health, safety, or well-being of individuals, beyond which shall be reason for non-selection for employment, including the following:

7.2.3.1. Felony convictions in this or any other state;

7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and

7.2.3.3. Findings by the Department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and

7.2.4. Waiver of 7.2.3 above for good cause shown.

7.3. The Contractor shall ensure all staff, which includes contracted staff, meet the educational, experiential, and physical qualifications of the position as listed in their job description. The Contractor shall ensure staff:

7.3.1. Do not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;

7.3.2. Are licensed, registered or certified as required by state statute and as applicable;

7.3.3. Receive an orientation within the first three (3) days of work or prior to direct contact with individuals, which includes:

7.3.3.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;

7.3.3.2. The Contractor's policies on the rights, responsibilities, and complaint procedures for individuals receiving services;

7.3.3.3. Federal and state confidentiality requirements;

7.3.3.4. Grievance procedures;

7.3.3.5. Job duties, responsibilities, policies, procedures, and guidelines;

7.3.3.6. Topics covered by both the administrative and personnel manuals;

7.3.3.7. The Contractor's infection prevention program;

7.3.3.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of staff in an emergency; and

7.3.3.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and

7.3.4. Sign and date documentation that they have taken part in an orientation as described above;

7.3.5. Complete a mandatory annual in-service education, which includes a review of all elements described above.

7.4. The Contractor shall ensure, prior to having contact with individuals receiving services, that employees and contracted employees:

7.4.1. Submit proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:

7.4.1.1. The name of the examinee;

7.4.1.2. The date of the examination;

7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;

7.4.1.4. Results of a 2-step TB test, Mantoux method or other method approved by the Centers for Disease Control; and

7.4.1.5. The dated signature of the licensed health practitioner.

7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and

7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium TB through shared air space with persons with infectious TB.

7.5. The Contractor shall ensure employees, contracted employees, volunteers and independent Contractors who have direct contact with individuals who have a history of TB or a positive skin test have a symptomatology screen of a TB test.

7.6. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student intern, volunteer, and contracted staff, which includes, but is not limited to:

7.6.1. A completed application for employment or a resume.

7.6.2. Identification data.

7.6.3. The education and work experience of the employee.

7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:

7.6.4.1. Position title;

7.6.4.2. Qualifications and experience; and

7.6.4.3. Duties required by the position.

7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable.

7.6.6. A signed and dated record of orientation as required above.

7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable.

7.6.8. Records of screening for communicable diseases results required above.

7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary.

7.6.10. Documentation of annual in-service education as required above that includes date of completion and signature of staff.

7.6.11. Information as to the general content and length of all continuing education or educational programs attended;

7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the individual's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy;

7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that the individual:

7.6.13.1. Does not have a felony conviction in this or any other state;

7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect, or exploitation or pose a threat to the health, safety or well-being of an individual; and

7.6.13.3. Has not had a finding by the Department or any administrative agency in NH or any other state for assault, fraud, abuse, neglect or exploitation of any person; and

7.6.14. Documentation of the criminal records check and any waivers, as applicable.

7.7. An individual need not re-disclose any of the matters in the criminal background check if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.

8. **Clinical Supervision of Unlicensed Counselors**

8.1. The Contractor shall ensure all unlicensed counselors providing treatment, education and/or recovery support services; and all uncertified CRSWs, are under the direct supervision of a licensed supervisor.

8.2. The Contractor shall ensure no licensed supervisor supervises more than 12 unlicensed staff, unless the Department has approved an alternative supervision plan.

8.3. The Contractor shall ensure unlicensed counselors receive a minimum of one (1) hour of supervision for every 20 hours of direct contact with individuals receiving services;

8.4. The Contractor ensures supervision is provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;

8.5. The Contractor shall ensure supervision includes:

8.5.1. Review of case records;

8.5.2. Observation of interactions with individuals receiving services;

8.5.3. Skill development; and

8.5.4. Review of case management activities;

8.6. The Contractor shall ensure supervisors maintain a log of the supervision date, duration, content and who was supervised by whom; and

8.7. The Contractor shall ensure staff licensed or certified shall receive supervision in accordance with the requirement of their licensure.

9. Orientation for Individuals Receiving Services

9.1. The Contractor shall conduct an orientation for individuals receiving services upon admission to program, either individually or by group, that includes:

9.1.1. Rules, policies, and procedures of the program and facility;

9.1.2. Requirements for successfully completing the program;

9.1.3. The administrative discharge policy and the grounds for administrative discharge;

9.1.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements;

9.1.5. Requiring the individual to sign and date a receipt that the orientation was conducted.

10. Treatment Plans

10.1. The Contractor shall ensure a licensed counselor or an unlicensed counselor, under the supervision of a licensed counselor, develops and maintains a written treatment plan for each individual receiving services in accordance with

SAMHSA TAP 21: Addiction Counseling Competencies, which addresses all ASAM domains. The Contractor shall ensure the treatment plan:

10.1.1. Identifies the individual's clinical needs, treatment goals, and objectives.

10.1.2. Identifies the individual's strengths and resources for achieving goals and objectives above;

10.1.3. Defines the strategy for providing services to meet the individual's needs, goals, and objectives;

10.1.4. Identifies and documents referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;

10.1.5. Provides the criteria for terminating specific interventions;

10.1.6. Includes specification and description of the indicators to be used to assess the individual's progress;

10.1.7. Includes documentation of participation in the treatment planning process or the reason why the individual did not participate; and

10.1.8. Includes signatures of the individual and the counselor agreeing to the treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.

10.1.9. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB.

11. Group education and counseling

11.1. The Contractor shall maintain an outline of each educational and group therapy session provided.

12. Progress notes

12.1. The Contractor shall ensure progress notes are completed for each individual, group, or family treatment or education session.

12.2. The Contractor shall ensure progress notes include, but not limited to:

12.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;

12.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and

12.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session.

13. Discharge

13.1. The Contractor shall discharge an individual from a program for the following reasons:

13.1.1. Program completion or transfer based on changes in the individual's functioning relative to ASAM criteria;

13.1.2. Program termination, including:

13.1.2.1. Administrative discharge;

13.1.2.2. Non-compliance with the program;

13.1.2.3. The individual left the program before completion against advice of treatment staff; and

13.1.3. The individual is inaccessible, due to reasons that may include incarceration or hospitalization.

13.2. The Contractor shall ensure that counselors complete a narrative discharge summary in all cases of individual discharge. The Contractor shall ensure the discharge summary includes, but is not limited to:

13.2.1. The dates of admission and discharge.

13.2.2. The individual's psychosocial substance misuse history and legal history.

13.2.3. A summary of the individual's progress toward treatment goals in all ASAM domains.

13.2.4. The reason for discharge.

13.2.5. The individual's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment.

13.2.6. A summary of the individual's physical and mental health condition at the time of discharge.

13.2.7. A continuing care plan, including all ASAM domains.

13.2.8. A determination as to whether the individual would be eligible for re-admission to treatment, if applicable.

13.2.9. The dated signature of the counselor completing the summary.

13.3. The Contractor shall ensure the discharge summary is completed:

13.3.1. No later than seven (7) days following an individual's discharge from the program; or

13.3.2. For withdrawal management services, by the end of the next business day following an individual's discharge from the program.

13.4. The Contractor shall ensure, when transferring an individual from one level of care to another within the same certified Contractor agency or to another treatment provider, the counselor:

13.4.1. Completes a progress note on the client's treatment and progress towards treatment goals, to be included in the individual's record; and

13.4.2. Updates the individual evaluation and treatment plan.

13.5. The Contractor shall forward copies of the information to a receiving provider when discharging an individual to another treatment provider, upon receiving a signed release of confidential information from the individual. The Contractor shall ensure information includes:

13.5.1. The discharge summary;

13.5.2. Individual demographic information, including the individual's name, date of birth, address, telephone number, and the last four (4) digits of their Social Security number; and

13.5.3. A diagnostic assessment statement and other assessment information, including:

13.5.3.1. TB test results;

13.5.3.2. A record of the individual's treatment history; and

13.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.

13.6. The Contractor shall ensure the counselor meets with the individual at the time of discharge or transfer to establish a continuing care plan. The Contractor shall ensure the continuing care plan:

13.6.1. Includes recommendations for continuing care in all ASAM domains;

13.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and

13.6.3. Assists the individual in making contact with other agencies or services.

13.7. The Contractor shall ensure the counselor documents, in the individual's service record, if and why the meeting described above could not take place.

13.8. The Contractor shall ensure individuals receiving services through this Agreement are only administratively discharged for the following reasons:

13.8.1. The individual's behavior on program premises is abusive, violent, or illegal;

13.8.2. The individual is non-compliant with prescription medications;

13.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the individual's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or

13.8.4. The individual violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

14. **Individual Service Record System**

14.1. The Contractor shall implement a comprehensive system in paper and/or electronic format to maintain service records for each individual receiving services. The Contractor shall ensure service records are:

14.1.1. Organized into related sections with entries in chronological order;

14.1.2. Easy to read and understand;

14.1.3. Complete, containing all the parts;

14.1.4. In compliance with all applicable confidentiality laws, including 42 CFR Part 2 and Exhibit K;

14.1.5. Up-to-date, including notes of most recent contacts; and

14.1.6. Accessible to the Department upon request.

14.2. The Contractor shall ensure service records are organized as follows:

14.2.1. First section, Intake/Initial Information:

14.2.1.1. Identification data, including the individual's:

14.2.1.1.1. Name;

14.2.1.1.2. Date of birth;

14.2.1.1.3. Address;

14.2.1.1.4. Telephone number; and

14.2.1.1.5. The last four (4) digits of the individual's Social Security number;

14.2.1.2. The date of admission;

14.2.1.3. Name, address, and telephone number of the individual's:

14.2.1.3.1. Legal guardian;

14.2.1.3.2. Representative payee;

14.2.1.3.3. Emergency contact;

14.2.1.3.4. The person or entity referring the individual for services, as applicable;

14.2.1.3.5. Primary health care provider;

14.2.1.3.6. Behavioral health care provider, if applicable;

14.2.1.3.7. Public or private health insurance provider(s), or both;

14.2.1.4. The individual's religious preference, if any;

14.2.1.5. The individual's personal health history;

14.2.1.6. The individual's mental health history;

14.2.1.7. Current medications;

14.2.1.8. Records and reports prepared prior to the individual's current admission and determined by the counselor to be relevant; and

14.2.1.9. Signed receipt of notification of individual rights;

14.2.2. Second section, Screening/Assessment/Evaluation:

14.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit B.

14.2.3. Third section, Treatment Planning:

14.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Exhibit B and in this Exhibit B-1; and

14.2.3.2. Signed and dated progress notes and reports from all programs involved.

14.2.4. Fourth section, Discharge Planning:

14.2.4.1. A narrative discharge summary, as required in this Exhibit B-1.

14.2.5. Fifth section, Releases of Information/Miscellaneous:

14.2.5.1. Release of information forms compliant with 42 CFR, Part 2;

14.2.5.2. Any correspondence pertinent to the individual; and

14.2.5.3. Any other pertinent information the Contractor deemed significant.

14.3. If the Contractor utilizes a paper format record system, then the sections identified above shall be tabbed sections.

15. Medication Services

15.1. The Contractor shall ensure no administration of medications, including physician samples, occur except by a licensed medical practitioner working within their scope of practice.

15.2. The Contractor shall ensure all prescription medications brought by an individual to program are in their original containers and legibly display the following information:

15.2.1. The individual's name;

15.2.2. The medication name and strength;

15.2.3. The prescribed dose;

15.2.4. The route of administration;

15.2.5. The frequency of administration; and

15.2.6. The date ordered.

15.3. The Contractor shall ensure any change or discontinuation of prescription medications includes a written order from a licensed practitioner.

15.4. The Contractor shall ensure all prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the individual's person or stored in the individual's room, are stored as follows:

15.4.1. All medications are kept in a storage area that is:

15.4.1.1. Locked and accessible only to authorized personnel;

15.4.1.2. Organized to allow correct identification of each individual's medication(s);

15.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and

15.4.1.4. Equipped to maintain medication at the proper temperature;

15.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, are kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and

15.4.3. Topical liquids, ointments, patches, creams and powder forms of products are stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.

15.5. The Contractor shall ensure medication belonging to staff are only accessible to staff and are stored separately from medications belonging to individuals served.

15.6. The Contractor shall ensure over-the-counter (OTC) medications brought into the program by individuals receiving services are:

15.6.1. In original, unopened containers;

15.6.2. Are stored in accordance with this Exhibit B-1;

15.6.3. Are marked with the name of the individual using the medication; and

15.6.4. Are taken in accordance with the directions on the medication container or as ordered by a licensed practitioner.

15.7. The Contractor shall ensure all medications self-administered by an individual, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the individual without supervision, are supervised by the program staff. The Contractor shall ensure staff:

15.7.1. Remind the individual to take the correct dose of their medication at the correct time;

15.7.2. May open the medication container but do not physically handle the medication itself in any manner; and

15.7.3. Remain with the individual to observe them taking the prescribed dose and type of medication;

15.7.4. Document each medication taken in an individual's medication log, which includes:

15.7.4.1. The medication name, strength, dose, frequency and route of administration;

15.7.4.2. The date and the time the medication was taken;

15.7.4.3. The signature or identifiable initials of the staff supervising the consumption of the medication by the individual receiving services; and

15.7.4.4. The reason for any medication refused or omitted, as applicable.

15.8. The Contractor shall ensure the individual's medication log is included in the individual's record and any remaining medication is taken with the individual upon their discharge.

16. Notice of Rights for Individuals Receiving Services

16.1. The Contractor shall ensure programs inform individuals of their rights in clear, understandable language and form, both verbally and in writing. The Contractor shall ensure:

16.1.1. Applicants for services are informed of their rights to evaluations and access to treatment;

16.1.2. Individuals are advised of their rights upon entry into any program and annually thereafter; and

16.1.3. Initial and annual notifications of individual rights are documented in the individual's record.

16.2. The Contractor shall ensure every program within the service delivery system posts notice of the rights, as follows:

16.2.1. The notice is continually posted in an area accessible by all;

16.2.2. The notice is presented in clear, understandable language and form; and

16.2.3. Each program and residence has, on the premises, complete copies of rules pertaining to individual rights that are available for individual review.

17. Fundamental Rights of Individuals Receiving Services

17.1. The Contractor shall ensure no individual receiving treatment for a substance use disorder is deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.

18. Personal Rights

18.1. The Contractor shall ensure individuals who are applicants for services or receiving services are treated by program staff with dignity and respect at all times.

18.2. The Contractor shall ensure individuals are free from abuse, neglect and exploitation which may include, but is not limited to:

18.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;

18.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the individual or others; and

18.2.3. Freedom from personal or financial exploitation.

18.3. The Contractor shall ensure individuals receiving services retain the right to privacy.

19. Client Confidentiality

19.1. The Contractor shall comply with the confidentiality requirements in 42 CFR part 2.

19.2. The Contractor shall ensure copies of individual service records for the individual, attorney or other authorized person are available at no charge for the first 25 pages and not more than $0.25 per page thereafter, after review of the record.

19.3. The Contractor shall ensure, if a minor age 12 or older is treated for substance use disorders without parental consent as authorized by RSA 318:B12-a:

19.3.1. The minor's signature alone authorizes a disclosure; and

19.3.2. Any disclosure to the minor's parents or guardians requires a signed authorization to release.

20. Grievances of Individuals Receiving Services

20.1. The Contractor shall ensure individuals receiving services have the right to complain about any matter, including any alleged violation of a right afforded by this Exhibit B-1 or by any state or federal law or rule.

20.2. The Contractor shall ensure any person has the right to complain or bring a grievance on behalf of an individual or a group of individuals.

21. Treatment Rights

21.1. The Contractor shall ensure individuals receiving services have the right to adequate and humane treatment, including:

21.1.1. The right of access to treatment including:

21.1.1.1. The right to evaluation to determine an individual's need for services and to determine which programs are most suited to provide the services needed; and

21.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and

21.1.2. The right to quality treatment including:

21.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the individuals and programs providing the treatment and to the conditions for which the individual is being treated;

21.1.3. The right to receive services in such a manner as to promote the individual's full participation in the community;

21.1.4. The right to receive all services or treatment to which an individual is entitled in accordance with the time frame set forth in the individual's treatment plan;

21.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with this Exhibit B-1 which addresses the individual's own goals;

21.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the individual to participate in meaningful activities in the communities in which the individual lives and works;

21.1.7. The right to services and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:

21.1.7.1. Freedom of movement; and

21.1.7.2. Participation in the community, while providing the level of support needed by the individual;

21.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:

21.1.8.1. Whenever possible, the consent shall be given in writing; and

21.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;

21.1.9. The right to refuse to participate in any form of experimental treatment or research;

21.1.10. The right to be fully informed of one's own diagnosis and prognosis;

21.1.11. The right to voluntary placement including the right to:

21.1.11.1. Seek changes in placement, services or treatment at any time; and

21.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;

21.1.12. The right to services which promote independence including services directed toward:

21.1.12.1. Eliminating, or reducing as much as possible, the individual's needs for continued services and treatment; and

21.1.12.2. Promoting the ability of the individuals to function at their highest capacity and as independently as possible;

21.1.13. The right to refuse medication and treatment;

21.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;

21.1.15. The right to consultation and second opinion including:

21.1.15.1. At the individual's own expense, the consultative services of:

21.1.15.1.1. Private physicians;

21.1.15.1.2. Psychologists;

21.1.15.1.3. Licensed drug and alcohol counselors; and

21.1.15.1.4. Other health practitioners; and

21.1.15.2. Granting to such health practitioners reasonable access to the individual, as required by Section 19.1.15, in programs and allowing such practitioners to make

recommendations to programs regarding the services and treatment provided by the programs;

21.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring an individual's participation and informed decision-making:

21.1.16.1. Guardian;

21.1.16.2. Representative;

21.1.16.3. Attorney;

21.1.16.4. Family member;

21.1.16.5. Advocate; or

21.1.16.6. Consultant; and

21.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical, or pharmacological restraint, unless the individual is at risk of self-harm or harm to others.

21.2. The Contractor shall ensure no treatment professional is required to administer treatment contrary to such professional's clinical judgment.

21.3. The Contractor shall ensure programs maximize the decision-making authority of the individual.

21.4. The Contractor shall ensure the following provisions apply to individuals for whom a guardian has been appointed by a court:

21.4.1. The guardian and all individuals involved in the provision of services are made aware of the individual's views, preferences and aspirations;

21.4.2. A guardian only makes decisions that are within the scope of the powers set forth in the guardianship order issued by the court;

21.4.3. The program requests a copy of the guardianship order from the guardian;

21.4.4. The order is kept in the individual's record at the program;

21.4.5. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the individual's choice and preference relative to those issues prevail unless the guardian's authority is expanded by the court to include those issues;

21.4.6. A program takes steps that are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:

21.4.6.1. Reviewing with the guardian the limits on their decision-making authority; and

21.4.6.2. Bringing the matter to the attention of the court that appointed the guardian, if necessary;

21.4.7. The guardian acts in a manner that furthers the best interests of the individual;

21.4.8. In acting in the best interests of the individual, the guardian takes the views, preferences, and aspirations of the individual into consideration;

21.4.9. The program takes steps that are necessary to prevent a guardian from acting in a manner that does not further the best interests of the individual and, if necessary, brings the matter to the attention of the court that appointed the guardian; and

21.4.10. In the event that there is a dispute between the program and the guardian, the program informs the guardian of their right to bring the dispute to the attention of the court that appointed the guardian.

22. Termination of Services

22.1. The Contractor shall terminate an individual from services if the individual:

22.1.1. Endangers or threatens to endanger other individuals or staff, or engages in illegal activity on the property of the program;

22.1.2. Is no longer benefiting from the service(s) provided;

22.1.3. Cannot agree with the Contractor on a mutually acceptable course of treatment;

22.1.4. Refuses to pay for the services received despite having the financial resources to do so; or

22.1.5. Refuses to apply for benefits that could cover the cost of the services received despite the fact that the individual is or may be eligible for benefits.

22.2. The Contractor shall ensure termination does not occur unless the program has given both written and verbal notice to the individual and individual's guardian, if any, that:

22.2.1. Identifies the effective date of termination;

22.2.2. Lists the clinical or management reasons for termination; and

22.2.3. Explains the rights to appeal and the appeal process.

22.3. The Contractor shall document in the service record of an individual who has been terminated that:

22.3.1. The individual has been notified of the termination; and

22.3.2. The termination has been approved by the program administrator.

23. Rights for Individuals Receiving Residential Programs

23.1. The Contractor shall ensure individuals of residential programs retain the following rights:

23.1.1. The right to a safe, sanitary, and humane living environment;

23.1.2. The right to privately communicate with others, including:

23.1.2.1. The right to send and receive unopened and uncensored correspondence;

23.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive a reasonable number of telephone calls, except that residential programs may require an individual to reimburse them for the cost of any calls made by the individual; and

23.1.2.3. The right to receive and to refuse to receive visitors, except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services;

23.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for individuals to engage in such activities;

23.1.4. The right to privacy, including the following:

23.1.4.1. The right to courtesies that include, but are not limited to, knocking on closed doors before entering and ensuring privacy for telephone calls and visits;

23.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and

23.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;

23.1.5. The right to individual choice, including the following:

23.1.5.1. The right to keep and wear their own clothes;

23.1.5.2. The right to space for personal possessions;

23.1.5.3. The right to keep and to read materials of their own choosing;

23.1.5.4. The right to keep and spend their own money; and

23.1.5.5. The right not to perform work for the Contractor and to be compensated for any work performed, except that:

23.1.5.5.1. Individuals may be required to perform personal housekeeping tasks within the individual's own

immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and

23.1.5.5.2. Individuals may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the individual is compensated for work performed; and

23.1.5.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.

23.2. The Contractor shall ensure policies governing individual behavior within a residence are developed, implemented, and available to the Department as requested. The Contractor shall ensure:

23.2.1. Individuals are informed of any house policies upon admission to the residence.

23.2.2. House policies are posted and such policies shall conform with this section.

23.2.3. House policies are periodically reviewed for compliance with this section in connection with quality assurance site visits.

23.2.4. Notwithstanding Section 23.1.4.3 above, development of policies and procedures allowing searches for alcohol and illicit drugs to be conducted:

23.2.4.1. Upon the individual's admission to the program; and

23.2.4.2. If probable cause exists, including such proof as:

23.2.4.2.1. A positive test showing presence of alcohol or illegal drugs; or

23.2.4.2.2. Showing physical signs of intoxication or withdrawal.

24. State and Federal Requirements

24.1. If there is any error, omission, or conflict in the requirements listed below, the applicable federal, state, and local regulations, rules and requirements shall take precedence. The requirements specified below are provided herein to increase the Contractor's compliance.

24.2. The Contractor agrees to the following state and/or federal requirements for specialty treatment for pregnant and parenting women:

24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.2. The program provides or arranges for primary medical care for women who are receiving substance use disorder services, including prenatal care.

24.2.3. The program provides or arranges for childcare with the women are receiving services.

24.2.4. The program provides or arranges for primary pediatric care for the women's children, including immunizations.

24.2.5. The program provides or arranges for gender-specific substance use disorder treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, neglect, and parenting.

24.2.6. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.

24.2.7. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.

24.3. The Contractor shall assist the individual in finding and engaging in a service, which may include, but is not limited to, helping the individual locate an appropriate provider, referring individuals to the needed service provider, setting up appointments for individuals with those providers, and assisting the individual with attending appointments with the service provider(s).

24.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:

24.4.1. Within seven (7) days of reaching 90% of capacity, the program notifies the Department that 90% capacity has been reached.

24.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug use not later than:

24.4.2.1. 14 days after making the request; or

24.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance use disorder treatment program.

24.4.3. The program has established a waitlist that includes a unique patient identifier for each injecting drug user seeking treatment, including individuals receiving interim services while awaiting admission.

24.4.4. The program has a mechanism that enables it to:

24.4.4.1. Maintain contact with individuals awaiting admission;

24.4.4.2. Admit or transfer waiting list individuals at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the individual; and

24.4.4.3. The program takes individuals awaiting treatment off the waiting list only when one of the following conditions exist:

24.4.4.3.1. Individuals cannot be located for admission into treatment or

24.4.4.3.2. Individuals refuse treatment

24.4.5. The program includes activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.

24.4.6. The program has procedures for:

24.4.6.1. Selecting, training, and supervising outreach workers.

24.4.6.2. Contacting, communicating, and following up with individuals at high-risk of substance misuse, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.

24.4.6.3. Promoting awareness among people who inject drugs about the relationship between injection drug use and communicable diseases.

24.4.6.4. Recommending steps that can be taken to ensure communicable diseases do not occur.

24.4.7. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance use disorder services, except in cases when each of the following conditions is met:

24.4.7.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.

24.4.7.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.

24.4.7.3. A physician makes a determination that the following conditions have been met:

24.4.7.3.1. The primary diagnosis of the individual is substance use disorder and the physician certifies that fact.

24.4.7.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.

24.4.7.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.

24.4.7.3.4. The hospital-based substance use disorder program follows national standards of substance use disorder professional practice.

24.4.7.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)

24.4.8. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.

24.4.9. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.

24.4.10. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.

24.4.11. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.

24.4.12. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.

24.4.13. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.

24.4.14. The program uses the SAPT Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:

24.4.14.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program; and

24.4.14.2. Secure payments from individuals for services in accordance with their ability to pay.

24.4.15. The Contractor shall comply with all relevant state and federal laws such as but not limited to:

24.4.15.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale in Exhibit C shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.

24.4.15.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT C – Amendment #1

Payment Terms

1. This Agreement is funded by:
   1.1. 12.73%, federal funds from the State Opioid Response Grant, as awarded September 30, 2021, by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, CFDA # 93.788, FAIN TI083326, which are only ***effective from the contract effective date through September 29, 2022***.
   1.2. 0% General funds.
   1.3. 87.27% Other funds (Governors Commission).
2. For the purposes of this Agreement:
   2.1. The Department has identified the Contractor as a SUBRECIPIENT, in accordance with 2 CFR 200.331.
   2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
   2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
3. 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 item, as specified in Exhibit C-1 through Exhibit C-3, Transitional Living Program Budget.
   3.1. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
   3.2. Ensure approval for Exhibit C-1 through Exhibit C-3, Transitional Living Program Budget is received from the Department prior to submitting invoices for payment.
   3.3. Request payment for actual expenditures incurred in the fulfillment of this Agreement, and in accordance with the Department-approved budgets.
4. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days from the contract Effective Date, which shall retained by the Department. The Contractor shall submit budgets as follows:
   4.1. One (1) budget for each tiered service that specifies expenses for the period from October 1, 2021 through June 30, 2022, as follows:
      4.1.1. Exhibit C-1, Transitional Living Program Budget

5. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2022, which shall be retained by the Department. The Contractor shall submit budgets as follows:
   5.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2022 through June 30 2023, as follows:
      5.1.1. Exhibit C-2, Transitional Living Program Budget
6. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2023, which shall be retained by the Department. The Contractor shall submit budgets as follows:
   6.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2023 through September 29, 2023, as follows:
      6.1.1. Exhibit C-3, Transitional Living Program Budget
7. The Contractor shall bill and seek reimbursement for services provided to individuals as follows:
   7.1. For individuals enrolled through the Department's Medicaid or Medicare Fee for Service program in accordance with the current, publically posted Fee for Service (FFS) schedule..
   7.2. 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.
   7.3. For individuals whose private insurer will not remit payment for the full amount, the Contractor shall bill the individual based on the sliding fee scale below.

Percentage of Individual's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit C-1, to Charge the Individual
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

   7.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in approved

budgets for which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor shall directly bill the Department to access funds in this Agreement.

7.5. Invoices for individuals without health insurance or other coverage for the services they receive, and for operational costs, must include general ledger detail indicating the invoice is only for net expenses.

7.6. Services provided to incarcerated individuals will be reimbursable only with General Funds and Governor Commission Funds for actual costs incurred, and payable upon Department approval.

8. Additional Billing/Reporting Requirements

8.1. The Contractor shall maintain documentation that includes, but is not limited to:

8.1.1. Medicaid and/or Medicare ID of the individual receiving services.

8.1.2. WITS ID of the individual receiving services, if applicable.

8.1.3. Date range of stay per individual for which expenses apply.

8.1.4. Level of Care for which the individual received services for the date range identified in 8.1.3.

8.2. The Contractor shall ensure individuals receiving services rendered from SOR funds have a documented history or current diagnoses of Opioid Use Disorder (OUD) or Stimulant Use Disorders.

8.3. The Contractor shall coordinate ongoing care for all individuals with documented history or current diagnoses of OUD or Stimulant Use Disorder, receiving services rendered from SOR funds, with Doorways in accordance with 42 CFR Part 2.

9. Non-Reimbursement for Services

9.1. The Department shall not reimburse the Contractor for services provided through this contract when an individual has or may have an alternative payer for services described in the Exhibit B, Scope of Work, including, but not limited to:

9.1.1. Services covered by any Medicaid programs for individuals who are eligible for Medicaid.

9.1.2. Services covered by Medicare for individuals who are eligible for Medicare.

9.2. Notwithstanding Section 9.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when an individual needs a service that is not covered by the payers listed in Section 9.1.

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

9.4. Notwithstanding Section 9.1 above, when payment of the deductible or copay, as determined by the WITS fee determination model described in Exhibit B, Scope of Work, Section 3.5, Eligibility and Intake, would constitute a financial hardship for the individual, the Contractor shall seek reimbursement from the State for the deductible based on the sliding fee scale, not to exceed $4,000 per individual, per treatment episode.

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

9.5.1. If the individual owns a vehicle:

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

9.5.2. If the individual does not own a vehicle:

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

10. The Contractor shall submit an invoice and supporting backup documentation to the Department no later than the 15th working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall:

10.1. Ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

10.2. Ensure invoices are net any other revenue received towards the services billed in fulfillment of this Agreement.

10.3. Ensure backup documentation includes, but is not limited to:

10.3.1. General Ledger showing revenue and expenses for the contract.

10.3.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.

10.3.2.1. Per 45 CFR Part 75.430(i)(1), charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.

10.3.2.2. Attestation and time tracking templates, which are available to the Department upon request.

10.3.3. Receipts for expenses within the applicable state fiscal year.

10.3.4. Cost center reports.

10.3.5. Profit and loss reports.

10.3.6. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.

10.3.7. Information requested by the Department verifying allocation or offset based on third party revenue received.

10.3.8. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.

11. The Contractor shall review and comply with further restrictions included in the Funding Opportunity Announcement (FOA).

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

    Program Manager
    Department of Health and Human Services
    Bureau of Drug & Alcohol Services
    105 Pleasant Street
    Concord, NH 03301

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

14. The Department shall make payment to the Contractor within 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.

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

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

17. 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.

18. 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.

19. 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.

20. Audits

    20.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if **any** of the following conditions exist:

        20.1.1. 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.

        20.1.2. 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.

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

    20.2. 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.

    20.3. 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.

    20.4. 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.

    20.5. 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.

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 the "Standards for Privacy and Security of Individually Identifiable Health Information," 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Part 1&2 of the "American Recovery and Reinvestment Act of 2009," 42 USC 17934, et sec., applicable to business associates, and also agrees to comply with the "Confidentiality of Substance use Disorder Patient Records," 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as applicable, and as these laws may be amended from time to time.

(1) Definitions.

a. "Business Associate" shall mean the Contractor and its agents that receive, use, transmit, 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.

b. The following terms have the same meaning as defined in HIPAA 45 CFR Parts 160, 162 and 164 and the HITECH Ac as they may be amended from time to time:

"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."

c. 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.

d. "Part 2 record," means any "Record" relating to a "Patient, and "Patient Identifying Information," as defined in 42 CFR Part 2.11 relating to substance use disorder Part 2 records.

e. "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 the Scope of Work of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall protect all 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.

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Date 3/2/2022

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.

c. To the extent Business Associate is permitted under the Agreement and the BAA to disclose PHI to any third party or subcontractor, prior to making any such disclosure, the Business Associate must obtain a business associate agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in its business associate agreement with the third party or subcontractor.

d. The Business Associate shall not disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure the Business Associate agrees to refrain from disclosing the PHI, until such time as a court orders the disclosure. If applicable, in any judicial proceeding, the Business Associate shall resist any efforts to access any Part 2 records.

(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 and Part 2, as applicable.

b. The Business Associate shall immediately notify the Covered Entity at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that a known or suspected privacy or security incident or breach has occurred potentially exposing or compromising PHI. This includes inadvertent or accidental uses, disclosures, incidents or breaches of unsecured PHI.

c. In the event of a breach, the Business Associate shall comply with all applicable terms of this BAA, and the information security requirements addendum of the Agreement.

d. The Business Associate agrees to perform a risk assessment, based on the information available at the time, when it becomes aware of any known or suspected privacy or information security incident or breach as described above and communicate that assessment to the Covered Entity. The risk assessment shall include at a minimum, but not be limited to:

- The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

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- 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; and
- The extent to which the risk to the protected health information has been mitigated.

e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in writing to the Covered Entity as soon as practicable after the conclusion of the investigation.

f. 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.

g. As stated in 2.c. above, Business Associate shall require any subcontractor or 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 of the use and disclosure of PHI contained herein, and comply with the duty to return or destroy the PHI as provided under Section 3 (m). In addition, the Business Associate shall require all third party contractors or business associates of the Business Associate receiving PHI pursuant to the Agreement to agree to the Business Associates' rights of enforcement and indemnification from such third party or contractor for the purpose of use and disclosure of protected health information.

h. Within ten (10) 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 BAA and the Agreement.

i. 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.

j. 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.

k. 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.

l. 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.

m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within ten (10) 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.

n. 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.

- If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI. A current version of the Covered Entity's Notice of Privacy Practices is attached to the end of this BAA. Any changes in the Covered Entities' website: https://www.dhhs.nh.gov/oos/hipaa/publications.htm

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 General Provisions (P-37 of the Agreement, the

Contractor Initials DS K

Date 3/2/2022

Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the BAA. 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, Laws, and Regulatory References. All terms and regulations used herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this BAA to a Section in HIPAA or 42 CFR Part 2, 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 BAA, from time to time as is necessary for Covered Entity and the Business Associate to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, 42 CFR Part 2, 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 and Business Associate to comply with HIPAA and 42 CFR Part 2.

e. Segregation. If any term or condition of this BAA 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 BAA I are declared severable.

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

Contractor Initials DS

Date 3/2/2022

New Hampshire Department of Health and Human Services

Exhibit I – Amendment #1

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

Department of Health and Human Services	Bridge Street Recovery, LLC
The State	Name of the Contractor
DocuSigned by: Katja S. Fox ED9D05B04C63442...	DocuSigned by: John Christian E66D10540A61497...
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	John Christian
Name of Authorized Representative	Name of Authorized Representative
Director	CEO
Title of Authorized Representative	Title of Authorized Representative
3/2/2022	3/2/2022
Date	Date

DS
Contractor Initials JC

3/2/2022
Date

New Hampshire of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

Exhibit L, Amendment #1

Sample

ASAM END USER LICENSE AGREEMENT

This End User License Agreement ("EULA") is made this _____ by the undersigned provider ("ELIGIBLE PROVIDER") with the American Society of Addiction Medicine ("LICENSOR") with offices at 11400 Rockville Pike Suite 200, Rockville, MD 20852 and <PUBLIC ENTITY NAME> ("LICENSEE") with offices at <PUBLIC ENTITY OFFICE LOCATION>. Capitalized terms not defined herein shall have the meanings as set forth in the Agreement.

WHEREAS, LICENSOR and LICENSEE entered into the Public Entity Permission Agreement ("Agreement") on [DATE];

WHEREAS, ELIGIBLE PROVIDER desires to be subject to a non-transferrable sub-licensee to use the WORK pursuant to the terms of the Agreement; and

WHEREAS, ELIGIBLE PROVIDER desires to be subject to the Agreement; and

NOW THEREFORE, in order to be legally bound, and for good and valuable consideration, which is hereby acknowledged, ELIGIBLE PROVIDER elects as follows:

1. ELIGIBLE PROVIDER hereby agrees to participate, comply and be bound by the terms of the Agreement. ELIGIBLE PROVIDER represents that it has reviewed the Agreement attached hereto which is made a part of and incorporated herein.

2. ELIGIBLE PROVIDER shall be permitted to describe, characterize, market, or otherwise communicate their compliance with the ASAM Criteria and delivery of specific ASAM Level(s) of Care to the extent the WORK is incorporated into state laws or policies that ELIGIBLE PROVIDER is subject to. Such communications may use plain-text versions of the ASAM trademark and The ASAM Criteria trademark, but shall not use any logo, seal, or graphic incorporating the ASAM or The ASAM Criteria trademark without separate, direct permission from ASAM. ELIGIBLE PROVIDER shall not be permitted to incorporate ASAM Criteria content in their other business operations, including digital technology and commercial training services, unless they have a separate, direct agreement with ASAM to license the ASAM Criteria.

3. ELIGIBLE PROVIDER agrees that LICENSOR retains the right to review and approve the ELIGIBLE PROVIDER's public communications described in paragraph 2 upon request, such approval not to be unreasonably withheld, and ELIGIBLE PROVIDER agrees to make such public communications only in the form approved by LICENSOR. ELIGIBLE PROVIDER agrees to provide to LICENSOR the means to access any

public communications described in paragraph 2 for the limited purpose of ensuring compliance with this Agreement. LICENSOR agrees to notify ELIGIBLE PROVIDER of any objections to its public communications within thirty (30) business days of LICENSOR's review. If LICENSOR does not approve the public communications subject to paragraph 2, ELIGIBLE PROVIDER may redesign and/or modify them and submit to further review by LICENSOR. In the event that LICENSOR has not approved the public communications within 180 days following the initial review, the LICENSOR may terminate this EULA.

4. LICENSOR shall have the right to immediately terminate this EULA only by providing written notice of such termination to ELIGIBLE PROVIDER in the event that ELIGIBLE PROVIDER fails to abide by any of the terms and conditions of this Agreement, in the event that ELIGIBLE PROVIDER's license, contract, or other arrangement with LICENSEE terminates or expires for any reason, or in the event that ELIGIBLE PROVIDER's continued use of the WORK or operation of the OPERATIONS is reasonably determined by LICENSOR to be materially detrimental to the interests of ASAM and its members. In the event of a termination of this Agreement for any reason, all rights with respect to the WORK shall automatically revert to LICENSOR. Termination of this EULA shall be without prejudice to any rights of either party at law or equity.

5. In the event of a conflict between the terms of any other agreements between LICENSEE agreement and ELIGIBLE PROVIDER and the Agreement, the terms of the Agreement shall control as to ELIGIBLE PROVIDER's, LICENSOR's, and LICENSEE's obligations under the Agreement.

The ELIGIBLE PROVIDER hereby accepts the terms contained herein by signing below.

ELIGIBLE PROVIDER

By: _____

Print Name: _____

Title: _____

Address: _____

Email address: _____

Telephone number: _____

National Provider Identifier: _____

Date: _____

DS
JC

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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 BRIDGE STREET RECOVERY, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on July 20, 2018. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **799463**

Certificate Number: **0005413368**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 26th day of July A.D. 2021.

William M. Gardner

Secretary of State

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CERTIFICATE OF AUTHORITY

I, Stephen Bryan, 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 Bridge Street Recovery, LLC.
(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 February 28, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That John Christian (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Bridge Street Recovery, LLC 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: March 1, 2022

Signature of Elected Officer
Name: Stephen Bryan
Title: Manager

DocuSign Envelope ID: 24838D69-66D2-411B-8479-066677FE92BE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/01/2022

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 FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Andrea Nicklin PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: manch.certs@crossagency.com
INSURED Bridge Street Recovery LLC c/o The 1810 Realty Group, Inc. 195 Ashmont St., Suite B1 Boston MA 02124	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Landmark American Ins Co INSURER B : Granite State Health Care and Human Services Self- INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 22-23 GL & WC **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			LHC794628	02/16/2022	02/16/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ Excluded $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		HCHS20220000533 (3a.) NH	01/01/2022	01/01/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

State of NH, Department of Health and Human Services
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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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

September 15, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into contracts with the Contractors listed below in an amount not to exceed $11,475,254 for Substance Use Disorder Treatment and Recovery Support Services, with the option to renew for up to four (4) additional years, effective upon Governor and Council approval through September 29, 2023. 66.56% Federal Funds. 14.00% General Funds. 19.44% Other Funds (Governor's Commission).

Contractor Name	Vendor Code	Area Served	Contract Amount
Belonging Medical Group, PLLC	334662-B001	Statewide	$562,794
Bridge Street Recovery, LLC	341988-B001	Statewide	$1,261,744
The Cheshire Medical Center	155405-B001	Statewide	$413,728
Dismas Home of New Hampshire, Inc.	290061-B001	Statewide	$651,316
FIT/NHNH, Inc.	157730-B001	Statewide	$2,216,432
Grafton County New Hampshire	177397-B003	Statewide	$464,325
Headrest	175226-B001	Statewide	$527,907
Hope on Haven Hill, Inc.	275119-B001	Statewide	$781,009
Manchester Alcoholism Rehabilitation Center	177204-B001	Statewide	$3,801,533
South Eastern New Hampshire Alcohol and Drug Abuse Services	155292-B001	Statewide	$794,466
		Total:	**$11,475,254**

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Funds are available in the following accounts for State Fiscal Years 2022 and 2023, and are anticipated to be available in State Fiscal Year 2024, 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.

See attached fiscal details.

EXPLANATION

The purpose of this request is to provide Substance Use Disorder Treatment and Recovery Supports Services statewide to New Hampshire residents who have income below 400% of the Federal Poverty Level, and are uninsured or underinsured.

The Contractors will provide statewide access to an array of treatment services, including individual and group outpatient services; intensive outpatient services; partial hospitalization; ambulatory withdrawal management services; transitional living services; high and low intensity residential treatment services; specialty residential services; and integrated medication assisted treatment. The Contractors will ensure individuals with a substance use disorder receive the appropriate type of treatment and have access to continued and expanded levels of care, which will increase the ability of individuals to achieve and maintain recovery. The Contractors will also assist eligible individuals with enrolling in Medicaid while receiving treatment, and the Department will serve as the payer of last resort.

Approximately 7,000 individuals will receive services over the next two years.

The Department will monitor services through monthly, quarterly, and annual reporting to ensure the Contractors:

- Provide services that reduce the negative impacts of substance misuse.
- Make continuing care, transfer and discharge decisions based on American Society of Addiction Medicine (ASAM) criteria.
- Treat individuals using Evidence Based Practices and follow best practices.
- Achieve initiation, engagement, and retention goals as required by the Department.

The Department selected the Contractors through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from July 20, 2021 through August 19, 2021. The Department received twelve (12) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached. This request represents ten (10) of twelve (12) contracts for Substance Use Disorder Treatment and Recovery Supports Services. The Department anticipates presenting two (2) additional contracts at a future Governor and Executive Council meeting for approval.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions of the attached agreements, the parties have the option to extend the agreements 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, individuals in need of Substance Use Disorder Treatment and Recovery Supports Services may not receive the treatment, tools, and education required to enhance and sustain recovery that, in some cases, prevents untimely deaths.

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Source of Federal Funds: Substance Abuse Prevention and Treatment Block Grant, CFDA 93.959 FAIN TI083464 and State Opioid Response Grant, CFDA # 93.788, FAIN TI083326.

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

Respectfully submitted,

DocuSigned by:
Lori A. Weaver
4C4A92094125473...

Lori A. Shibinette
Commissioner

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

Belonging Medical Group 334662-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$69,199
2023	102-500731	Contracts for Prog Svc	$89,961
2024	102-500731	Contracts for Prog Svc	$21,261
Sub-total			$180,421

Bridge Street Recovery, LLC 341988-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$136,979
2023	102-500731	Contracts for Prog Svc	$188,928
2024	102-500731	Contracts for Prog Svc	$40,498
Sub-total			$366,405

Center/Dartmouth Hitchcock Keene 155405-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$60,015
2023	102-500731	Contracts for Prog Svc	$59,496
2024	102-500731	Contracts for Prog Svc	$13,122
Sub-total			$132,633

CC of Nashua/Greater Nashua Mental Health | 154112-B001 | PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$0
2023	102-500731	Contracts for Prog Svc	$0
2024	102-500731	Contracts for Prog Svc	$0
Sub-total			$0

Dismas Home | 290061-B001 | PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$43,044
2023	102-500731	Contracts for Prog Svc	$62,909
2024	102-500731	Contracts for Prog Svc	$13,981
Sub-total			$119,934

Families in Transition | 157730-B001 | PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$196,022
2023	102-500731	Contracts for Prog Svc	$271,691
2024	102-500731	Contracts for Prog Svc	$58,106
Sub-total			$525,818

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Grafton Cty 177397-B003 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$64,632
2023	102-500731	Contracts for Prog Svc	$69,395
2024	102-500731	Contracts for Prog Svc	$14,827
Sub-total			$148,854

Harbor Care 166574-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$0
2023	102-500731	Contracts for Prog Svc	$0
2024	102-500731	Contracts for Prog Svc	$0
Sub-total			$0

Headrest, Inc. 175226-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$26,063
2023	102-500731	Contracts for Prog Svc	$43,918
2024	102-500731	Contracts for Prog Svc	$10,390
Sub-total			$80,372

Hope on Haven Hill 275119-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$49,152
2023	102-500731	Contracts for Prog Svc	$51,320
2024	102-500731	Contracts for Prog Svc	$10,965
Sub-total			$111,437

Manchester Alcohol Rehab Center,
Easter Seals, Farnum Center 177204-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$166,941
2023	102-500731	Contracts for Prog Svc	$234,977
2024	102-500731	Contracts for Prog Svc	$50,208
Sub-total			$452,125

Southeastern NH Alcohol & Drug
Abuse Services 155292-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$34,142
2023	102-500731	Contracts for Prog Svc	$36,020
2024	102-500731	Contracts for Prog Svc	$7,696
Sub-total			$77,858
SUB TOTAL GOV COMM			$2,195,857

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05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (66% FEDERAL FUNDS 34% GENERAL FUNDS)

Belonging Medical Group

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$146,657
2023	102-500731	Contracts for Prog Svc	$190,658
2024	102-500731	Contracts for Prog Svc	$45,059
Sub-total			$382,373

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$290,305
2023	102-500731	Contracts for Prog Svc	$400,404
2024	102-500731	Contracts for Prog Svc	$85,829
Sub-total			$776,539

Center/Dartmouth Hitchcock Keene

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$127,193
2023	102-500731	Contracts for Prog Svc	$126,092
2024	102-500731	Contracts for Prog Svc	$27,811
Sub-total			$281,095

CC of Nashua/Greater Nashua
Mental Health

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$0
2023	102-500731	Contracts for Prog Svc	$0
2024	102-500731	Contracts for Prog Svc	$0
Sub-total			$0

Dismas Home

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$91,226
2023	102-500731	Contracts for Prog Svc	$133,325
2024	102-500731	Contracts for Prog Svc	$29,631
Sub-total			$254,182

Families in Transition

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$415,437
2023	102-500731	Contracts for Prog Svc	$575,805
2024	102-500731	Contracts for Prog Svc	$123,147
Sub-total			$1,114,389

Grafton Cty

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$136,977
2023	102-500731	Contracts for Prog Svc	$147,071
2024	102-500731	Contracts for Prog Svc	$31,424
Sub-total			$315,471

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Harbor Care

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$0
2023	102-500731	Contracts for Prog Svc	$0
2024	102-500731	Contracts for Prog Svc	$0
Sub-total			$0

Headrest, Inc.

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$55,237
2023	102-500731	Contracts for Prog Svc	$93,078
2024	102-500731	Contracts for Prog Svc	$22,021
Sub-total			$170,335

Hope on Haven Hill

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$104,169
2023	102-500731	Contracts for Prog Svc	$108,764
2024	102-500731	Contracts for Prog Svc	$23,239
Sub-total			$236,172

Manchester Alcohol Rehab Center,
Easter Seals, Farnum Center

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$353,805
2023	102-500731	Contracts for Prog Svc	$497,996
2024	102-500731	Contracts for Prog Svc	$106,407
Sub-total			$958,208

Southeastern NH Alcohol & Drug
Abuse Services

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$72,359
2023	102-500731	Contracts for Prog Svc	$76,338
2024	102-500731	Contracts for Prog Svc	$16,311
Sub-total			$165,008
SUB TOTAL CLINICAL			$4,653,772

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05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% FEDERAL FUNDS) funding ends 9/29/22.

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$88,800
2023	102-500731	Contracts for Prog Svc	$30,000
Sub-total			**$118,800**

Dismas Home

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$207,200
2023	102-500731	Contracts for Prog Svc	$70,000
Sub-total			$277,200

Families in Transition

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$432,900
2023	102-500731	Contracts for Prog Svc	$143,325
Sub-total			$576,225

Harbor Care

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$0
2023	102-500731	Contracts for Prog Svc	$0
Sub-total			$0

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Headrest, Inc.

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$207,200
2023	102-500731	Contracts for Prog Svc	$70,000
Sub-total			$277,200

Hope on Haven Hill

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$325,600
2023	102-500731	Contracts for Prog Svc	$107,800
Sub-total			$433,400

Manchester Alcohol Rehab Center, Easter Seals, Farnum Center

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$1,793,400
2023	102-500731	Contracts for Prog Svc	$597,800
Sub-total			$2,391,200

Southeastern NH Alcohol & Drug Abuse Services

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$414,400
2023	102-500731	Contracts for Prog Svc	$137,200
Sub-total			$551,600
SUB TOTAL SOR			$4,625,625
Grand Total All			$11,476,254

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New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RFP-2022-BDAS-01-SUBST

Project Title Substance Use Disorder Treatment and Recovery Support Services

	Maximum Points Available	Belonging Medical Group, PLLC	Bridge Street Recovery, LLC	Cheshire Medical Center	Dismas Home of New Hampshire, Inc.	Manchester Alcoholism Rehabiltation Center	FIT/NHNH, Inc.	Grafton County New Hampshire	Community Council of Nashua, N.H. d/b/a Greater Nashua Mental Health	Harbor Home	Headrest	Hope on Haven Hill, Inc.	South Eastern New Hampshire Alcohol & Drug Abuse Services
Technical													
Qualifications (Q1)	50	40	25	47	37	50	50	43	48	50	50	50	50
Experience (Q2)	50	45	25	48	35	45	50	45	50	50	50	45	48
ASAM (Q3)	20	20	11	8	20	15	20	10	20	20	9	20	20
Knowledge (Q4)	20	20	13	5	20	13	20	15	20	20	10	20	18
Samples (Q5)	30	15	7	8	23	21	14	21	12	8	7	14	8
Collaboration & Wraparound (Q6)	45	45	25	15	45	24	45	37	40	45	40	40	20
Staffing Plan (Q7)	15	13	13	4	10	12	13	13	13	13	10	14	4
Subtotal - Technical	230	198	119	135	190	180	212	184	203	206	176	203	168
Cost													
4.2.1.1. Budget Sheet	70	63	30	63	63	48	60	63	60	68	58	65	62
4.2.1.2. Staff List	30	25	29	25	25	28	28	30	25	25	28	30	28
Subtotal - Cost	100	88	59	88	88	76	88	93	85	93	86	95	90
TOTAL POINTS	330	286	178	223	278	256	300	277	288	299	262	298	258

	Reviewer Name	Title
1	Sara Cleveland	
2	Paula Holigan	
3	Laurie Heath	
4		
5		

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Subject: Substance Use Disorder Treatment and Recovery Support Services (RFP-2022-BDAS-01-SUBST-02)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Bridge Street Recovery, LLC		1.4 Contractor Address 608 Francestown Rd, NH Route 47 Bennington, NH 03442	
1.5 Contractor Phone Number (603) 225-7048	1.6 Account Number 010-95-92-920510-33820000 010-95-92-920510-33840000 010-95-92-920510-70400000	1.7 Completion Date September 29, 2023	1.8 Price Limitation $1,261,744
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: John Christian E66D1954... Date: 9/15/2021		1.12 Name and Title of Contractor Signatory John Christian CEO	
1.13 State Agency Signature DocuSigned by: Katja Fox E0V00... Date: 9/15/2021		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: J. Christopher Marshall D58D458E80D1403...		On: 9/15/2021	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS JC
Date 9/15/2021

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.

DS

Contractor Initials

Date 9/15/2021

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 omissions of the

Contractor Initials M

Date 9/15/2021

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

Date 9/15/2021

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

EXHIBIT A

Revisions to Standard Agreement 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 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.

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall provide Substance Use Disorder (SUD) Treatment and Recovery Support Services that assist individuals with:

1.1.1. Stopping or reducing substance misuse;

1.1.2. Improving physical and mental health and social function; and

1.1.3. Reducing risk for recurrence of substance misuse.

1.2. Resiliency and Recovery Oriented Systems of Care (RROSC)

1.2.1. The Contractor shall ensure SUD Treatment and Recovery Support Services are available to eligible individuals, regardless of where the individual lives or works in New Hampshire. The Contractor shall:

1.2.1.1. Provide treatment services that support the RROSC by operationalizing the Continuum of Care Model.

1.2.1.2. Ensure all services:

1.2.1.2.1. Focus on strengths and resilience of individuals and families;

1.2.1.2.2. Are culturally sensitive and relevant to the diversity of individuals served;

1.2.1.2.3. Promote person-centered and self-directed approaches to care; and

1.2.1.2.4. Are trauma informed and designed to acknowledge the impact of violence and trauma on individuals' lives and the importance of addressing trauma in treatment.

1.3. The Contractor shall comply with all requirements in Exhibit B-1, Operational Requirements, as applicable.

1.4. For the purposes of this agreement, all references to business days shall mean Monday through Friday and excluding state and federal holidays.

1.5. For the purposes of this agreement, all references to calendar days shall mean Monday through Sunday, including state and federal holidays.

1.6. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8:00 AM to 5:00 PM, excluding state and federal holidays.

2. Population Served

2.1. The Contractor shall provide services to individuals who:

2.1.1. Have income below 400% of the Federal Poverty Level;

2.1.2. Are residents of New Hampshire or experiencing homelessness in New Hampshire; and

2.1.3. Are determined positive for SUD with a clinical diagnosis by a Licensed or Unlicensed Counselor.

2.2. The Contractor shall ensure consent for services is obtained prior to providing services, in accordance with 42 CFR Part 2, from:

2.2.1. The individuals who are aged 12 years and older; or

2.2.2. The parent or legal guarding of an individual who is less than 12 years of age.

2.3. The Contractor shall ensure individuals under 18 years of age are not denied services due to:

2.3.1. The parent's inability and/or unwillingness to pay the fee(s); or

2.3.2. The minor's decision to receive confidential services pursuant to New Hampshire Revised Statutes Annotated (RSA) 318-B:12-a.

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

2.4.1. Receive Medication Assisted Treatment (MAT) services from other providers, including the individual's primary care provider;

2.4.2. Have co-occurring mental health disorders; or

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

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

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

2.5.1.1. Contact with the Doorway of the individual's choice to connect the individual with SUD treatment services and document actions taken;

2.5.1.2. Assist individuals who refuse referral services offered through the Doorway with identifying alternative providers and

accessing services with these providers, which includes referrals for prenatal care and actively reaching out to identify providers on the behalf of the individual; and

2.5.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor's agency or an alternative provider. The Contractor shall ensure interim services include:

2.5.1.3.1. A minimum of one 60-minute individual or group outpatient session per week or;

2.5.1.3.2. Recovery support services as needed by the individual; or

2.5.1.3.3. Daily calls to the individual to assess and respond to any emergent needs.

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

2.5.3. Individuals with a history of injection drug use, including the provision of interim services within 14 days. If the Contractor is unable to admit an individual with a history of injection drug use within 14 days of the individual applying for services, the Contractor shall provide and document interim services until the appropriate level of care becomes available at either the Contractor's agency or an alternative provider.

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

2.5.5. Individuals with current Opioid Use Disorders or Stimulant Use Disorders;

2.5.6. Veterans with SUD;

2.5.7. Individuals with SUD who are involved with the criminal justice and/or child protection system; and

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

3. Scope of Services

3.1. Clinical Services

3.1.1. The Contractor shall adhere to a clinical care manual that includes policies and procedures related to all clinical services provided.

3.1.2. The Contractor shall develop and implement written policies and procedures governing its operation and all services provided through

this Agreement. The Contractor shall ensure staff are trained on all policies and procedures, which are reviewed and revised annually.

3.1.3. The Contractor shall provide the following SUD treatment services to eligible individuals:

3.1.3.1. The Contractor shall provide Intensive Outpatient Treatment as defined as **ASAM Criteria, Level 2.1**. The Contractor shall ensure:

3.1.3.1.1. Intensive outpatient treatment services provide intensive and structured individual and group SUD treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services;

3.1.3.1.2. Services for adults are provided for a minimum of (9) hours a week; and

3.1.3.1.3. Services for adolescents are provided for a minimum of six (6) hours a week.

3.1.3.2. The Contractor shall provide Partial Hospitalization, as defined as **ASAM Criteria, Level 2.5**. The Contractor shall ensure partial hospitalization services:

3.1.3.2.1. Provide intensive and structured individual and group SUD treatment services and activities to individuals with substance use and moderate to severe co-occurring mental health disorders, including both behavioral health and medication management, as appropriate, services to address both disorders.

3.1.3.2.2. Are provided to individuals for a minimum of 20 hours per week according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services.

3.1.3.3. The Contractor shall provide **Transitional Living Services,** which are residential SUD treatment services according to an individualized treatment plan designed to support individuals as they transition back into the community. Transitional Living Services are not defined by ASAM. The Contractor shall ensure:

3.1.3.3.1. Transitional living services include a minimum of three (3) hours of clinical services per week, of which a minimum of one (1) hour shall be delivered by a NH Licensed Counselor or unlicensed Counselor working under the supervision of a NH Licensed Supervisor; and

3.1.3.3.2. The remaining hours are delivered by a NH Certified Recovery Support Worker (CRSW) working under a NH Licensed Supervisor or a Licensed Counselor; and

3.1.3.3.3. The maximum length of stay is six (6) months, during which time adult residents who work in the community may be required to pay a portion of room and board.

3.1.4. The Contractor shall provide clinical services separately for adolescents and adults, unless otherwise approved by the Department. The Contractor shall ensure:

3.1.4.1. Adolescents and adults do not share the same residency space; and

3.1.4.2. Communal spaces such as kitchens, group rooms, and recreation are shared at separate times.

3.1.5. The Contractor shall ensure all residential programs maintain a daily shift change log documenting significant events and client behavior of which a subsequent shift should be made aware.

3.2. Recovery Support Services

3.2.1. The Contractor shall provide recovery support services that remove barriers to an individual's participation in treatment or recovery or reduce or remove threats to an individual maintaining participation in treatment and/or recovery. The Contractor shall:

3.2.1.1. Provide **Transportation for Pregnant and Parenting Individuals** to and from treatment and/or recovery services provided, as required by the individual's treatment plan. The Contractor shall:

3.2.1.1.1. Use its own vehicle, and/or purchase public transportation passes and/or pay for cab fare.

3.2.1.1.2. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

3.2.1.1.3. Ensure all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.

3.2.1.1.4. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

3.3. Interim Services

3.3.1. The Contractor shall provide interim services to all individuals waiting for clinical services. The Contractor shall ensure Interim Services include, but are not limited to:

3.3.1.1. Counseling and education about HIV and TB, the risks of needle sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur.

3.3.1.2. Referral for HIV or TB treatment services, if necessary.

3.3.1.3. Individual and/or group counseling on the effects of alcohol and other drug use.

3.4. Infectious Diseases

3.4.1. *Oral Fluid HIV Testing*

3.4.1.1. The Contractor shall administer rapid, on-site, same-day, oral fluid HIV testing as a routine component of SUD treatment for all individuals receiving services, except in those cases where an individual is being served solely via telehealth.

3.4.1.2. If testing is not possible at the time of admission, the Contractor shall administer testing within 48 hours from admission for residential services or at the time of the second session for outpatient services.

3.4.1.3. The Contractor shall conduct an HIV/AIDS screening upon an individual's admission to treatment. The Contractor shall ensure the screening includes:

3.4.1.3.1. The provision of information;

3.4.1.3.2. Risk assessment; and

3.4.1.3.3. Intervention and risk reduction education.

3.4.1.4. In cases where oral fluid HIV testing yields a positive result,

the Contractor shall:

3.4.1.4.1. Complete and submit appropriate disease reporting forms to the Department within 72 hours of preliminary diagnoses, in accordance with New Hampshire Administrative Rule He-P 301.

3.4.1.4.2. Assist the Department's Infectious Disease Prevention, Investigation and Care Services Section staff connecting with individuals for the purpose of eliciting, identifying and locating information on sexual or needle sharing partners.

3.4.1.4.3. Link individuals to medical care and counseling services.

3.4.1.5. If an individual refuses to be tested for HIV or refuses to share the results with the Contractor, the Contractor shall:

3.4.1.5.1. Confirm the individual is still eligible to receive services funded through this Agreement; and

3.4.1.5.2. Clearly document the refusal in the individual's file.

3.4.1.6. If an individual receives an HIV test from an alternate provider, the Contractor shall:

3.4.1.6.1. Clearly document the date, location and provider of the HIV test; and

3.4.1.6.2. Ensure follow-up services were provided as appropriate.

3.4.1.7. The Contractor shall ensure all State reporting requirements are met while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.

3.4.1.8. The Contractor shall report all individuals with a positive HIV result, as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.

3.4.2. *Tuberculosis*

3.4.2.1. The Contractor shall directly, or through arrangements with other public or non-profit private entities, routinely make the following tuberculosis services available to each individual receiving SUD treatment services:

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3.4.2.1.1. Counseling with respect to TB.

3.4.2.1.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.

3.4.2.1.3. Providing for or referring the individuals infected by mycobacteria TB for appropriate medical evaluation and treatment.

3.4.2.2. The Contractor shall refer individuals, who are denied admission to the program on the basis of lack of capacity, to other providers of TB services.

3.4.2.3. The Contractor shall implement infection control procedures consistent with procedures established by the Department to prevent the transmission of TB, which include:

3.4.2.3.1. Screening patients and identifying individuals who are at high risk of becoming infected.

3.4.2.3.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.

3.4.2.3.3. Providing case management to ensure individuals receive services.

3.4.2.4. The Contractor shall report all individuals with active TB, as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.

3.5. Eligibility and Intake

3.5.1. The Contractor shall determine eligibility for services for individuals requesting SUD or recovery support services. The Contractor shall:

3.5.1.1. Assess each individual's income prior to admission using the Web Information Technology System (WITS) fee determination model; and

3.5.1.2. Ensure the individual signs the income assessment upon admission to treatment.

3.5.2. The Contractor shall update income information for all eligible individuals receiving services. The Contractor shall:

3.5.2.1. Ensure updates are completed at a minimum interval of every four (4) weeks;

3.5.2.2. Document each inquiry in the individual's service record using the WITS fee determination model; and

3.5.2.3. Ensure the individual receiving services signs each updated income assessment.

3.5.3. The Contractor shall complete an intake screening for all eligible individuals requesting services. The Contractor shall:

3.5.3.1. Communicate directly with the individual within two (2) business days from the date the individual initially contacts the Contractor for services. The Contractor shall ensure communication includes:

3.5.3.1.1. Face-to-face, in person;

3.5.3.1.2. Face-to-face, virtually and/or electronically; or

3.5.3.1.3. By telephone.

3.5.3.2. Complete an initial intake screening for the individual within two (2) business days from the date of the first direct contact, utilizing the WITS Social Detox Screen or another Department-approved tool, and document the results in WITS, to determine:

3.5.3.2.1. The probability of eligibility for services under this Agreement; and

3.5.3.2.2. The probability of the individual having a substance use disorder.

3.5.3.3. Ensure all attempts to contact the individual are documented in the individual record or call log.

3.6. Clinical Evaluation

3.6.1. The Contractor shall use clinical evaluations conducted and completed by a NH Licensed or Unlicensed Counselor that include DSM 5 Diagnostic information and a recommendation for a level of care based on the ASAM Criteria published in October 2013 (ASAM Criteria), from a referring agency, conducted and completed less than 30 days prior to the individual's admission to the Contractor's SUD treatment program.

3.6.2. The Contractor shall ensure any changes to ASAM dimensions that occurred after the completion of the accepted evaluation from the referring agency are recorded in the individual's record within three (3) days after admission to residential treatment or three (3) sessions for any outpatient levels of care, whichever is later.

3.6.3. The Contractor shall complete a new clinical evaluation for the individual if:

3.6.3.1. More than 30 days have passed since the referring provider

completed the evaluation;

3.6.3.2. The evaluation was conducted and completed by someone other than a NH Licensed or Unlicensed Counselor;

3.6.3.3. The evaluation did not include DSM 5 Diagnostic information and a recommendation for a specific level of care based on the ASAM Criteria; or

3.6.3.4. An individual presents without a completed evaluation.

3.6.4. The Contractor shall assist individuals with accessing an evaluation through their local Doorway, or other appropriate provider, if the Contractor is unable to complete the evaluation prior to admission due to geographic or other barriers.

3.6.5. The Contractor shall ensure the new evaluation is:

3.6.5.1. Completed within three (3) days after admission to residential treatment or three (3) sessions for any outpatient level of care, whichever is later, and

3.6.5.2. Conducted and completed by a NH Licensed or Unlicensed Counselor; utilizing CONTINUUM or an approved alternative assessment tool, provided by the Department, which includes DSM 5 Diagnostic information and recommendation for a specific level of care based on the ASAM Criteria.

3.6.6. The Contractor shall provide SUD treatment services, to eligible individuals, for the appropriate ASAM level of care, as indicated by the individual's clinical evaluation unless:

3.6.6.1. The individual chooses to receive a service with a lower intensity ASAM level of care; or

3.6.6.2. The service with the indicated ASAM level of care is unavailable at the time the level of care is determined; in which case the individual may choose:

3.6.6.2.1. A service with a lower Intensity ASAM level of care;

3.6.6.2.2. A service with the next available higher intensity ASAM level of care;

3.6.6.2.3. To be placed on the waitlist until their service with the assessed ASAM level of care becomes available; or

3.6.6.2.4. To be referred to another agency in the individual's service area that provides the service with the indicated ASAM level of care.

3.6.7. The Contractor shall ensure, if the clinically appropriate level of care is available and an individual is admitted to a level of care other than what is recommended by the clinical evaluation, the reasoning for the admittance will be clinically justified using ASAM Criteria and be documented in the individual's record prior to admission.

3.7. Waitlists

3.7.1. The Contractor shall maintain a waitlist for all individuals and all SUD treatment services regardless of payor source.

3.7.2. The Contractor shall track the wait time for individuals to receive services from the date of initial contact to the date the individual first received SUD services, other than the evaluation in Subsection 2.11.

3.7.3. The Contractor shall provide monthly reports to the Department detailing:

3.7.3.1. The average wait time for all individuals, by the type of service and payer source for all services; and

3.7.3.2. The average wait time for priority populations, as listed in Subsection 2.5, by the type of service and payer source for the services.

3.8. Assistance Enrolling in Insurance Programs

3.8.1. The Contractor shall assist individuals who are unable to secure the financial resources necessary for initial entry into the SUD treatment program, and/or their parents or legal guardians, obtain other potential sources for payment, within 14 days after admission, which may include, but is not limited to enrollment in:

3.8.1.1. Public insurance.

3.8.1.2. Private insurance.

3.8.1.3. New Hampshire Medicaid programs.

3.8.2. The Contractor shall document assistance provided with securing financial resources or the individuals' refusal of assistance in the individual's service record.

3.9. Use of Evidence-Based Practices

3.9.1. The Contractor shall ensure all services in this Agreement are provided:

3.9.1.1. Using evidence-based practices; as demonstrated by

meeting one of the following criteria:

3.9.1.1.1. The service is included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center.

3.9.1.1.2. The service is published in a peer-reviewed journal and has been found to have positive effects; or

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

3.9.1.2. In accordance with:

3.9.1.2.1. ASAM Criteria;

3.9.1.2.2. Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs); and

3.9.1.2.3. SAMHSA Technical Assistance Publications (TAPs).

3.9.2. The Contractor shall assess all individuals for risk of self-harm at all phases of treatment, including:

3.9.2.1. Initial contact;

3.9.2.2. Screening;

3.9.2.3. Intake;

3.9.2.4. Initial Clinical Evaluation/Assessment;

3.9.2.5. Admission;

3.9.2.6. On-going treatment services; and

3.9.2.7. Discharge.

3.9.3. The Contractor shall assess all individuals for withdrawal risk based on ASAM Criteria standards at all phases of treatment, including:

3.9.3.1. Initial contact;

3.9.3.2. Screening;

3.9.3.3. Intake;

3.9.3.4. Initial Clinical Evaluation/Assessment;

3.9.3.5. Admission; and

3.9.3.6. On-going treatment services.

3.9.4. The Contractor shall stabilize all individuals based on ASAM Criteria guidance. The Contractor shall:

3.9.4.1. Provide stabilization services when an individual's level of risk indicates a service with an ASAM level of care that can be provided in this Agreement and integrate withdrawal management into the individual's treatment plan.

3.9.4.2. Provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely. If the Contractor does not provide the indicated ASAM level of care, the Contractor shall:

3.9.4.2.1. Refer the individual to a facility where the services can be provided when an individual's risk indicates a service with an ASAM level of care that is higher than can be provided under this Contract.

3.9.4.2.2. Coordinate with the withdrawal management services provider to admit the individual to an appropriate service once the individual's withdrawal risk has reached a level that can be provided under this Contract.

3.10. Treatment Planning

3.10.1. The Contractor shall complete individualized treatment plans for all individuals determined to be eligible for services, based on clinical evaluation data that addresses problems in all ASAM Criteria domains, which justify the individual's admittance to a given level of care, except for Transitional Living, which is not required to address all ASAM domains. The Contractor shall ensure all treatment plans:

3.10.1.1. Are completed within two (2) business days or two (2) sessions from the completion of the clinical evaluation or admission, whichever is later;

3.10.1.2. Include treatment plan goals, objectives, and interventions written in terms that are S.M.A.R.T., which are:

3.10.1.2.1. Specific, clearly defining what shall be done;

3.10.1.2.2. Measurable, including clear criteria for progress and completion;

3.10.1.2.3. Attainable, within the individual's ability to achieve;

3.10.1.2.4. Realistic, the resources are available to the individual;

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

3.10.1.3. Include the individual's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

3.10.2. The Contractor shall update treatment plans at a minimum of intervals as follows:

3.10.2.1. All Level 1 programs: Every six (6) sessions or every six (6) weeks, whichever is earlier.

3.10.2.2. Level 2.1: Every six (6) group sessions or every two (2) weeks, whichever is earlier.

3.10.2.3. Level 2.5, Level 3, Level 3.3, Level 3.5, and Level 3.7: Every seven (7) sessions or every one (1) week, whichever is earlier.

3.10.2.4. Level 3.1 and Transitional Living: Every four (4) weeks, or every four (4) sessions, whichever is earlier.

3.10.3. The Contractor shall update treatment plans, in addition to the recommended intervals above, when:

3.10.3.1. Changes are made in any ASAM domain, except for Transitional Living;

3.10.3.2. Goals have been met and problems have been resolved; or

3.10.3.3. New goals and new problems have been identified.

3.10.4. The Contractor shall ensure treatment plan updates for all levels of care, except Transitional Living include:

3.10.4.1. Justification for continued treatment at the current level of care;

3.10.4.2. Transfer from one level of care to another within the same agency; or

3.10.4.3. Discharge from treatment at the agency.

3.10.5. The Contractor shall ensure justification includes a minimum of one (1) of the three (3) criteria for continuing services when addressing continuing care as:

3.10.5.1. Continuing Service Criteria, A: The individual is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit

the individual to continue working toward treatment goals; or

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

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

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

3.10.6. The Contractor shall track the individual's progress relative to the specific goals, objectives, and interventions in the individual's treatment plan by completing encounter notes in WITS, or an alternative Electronic Health Record (EHR) approved by the Department.

3.11. Coordination of Care

3.11.1. The Contractor shall inform the Regional Public Health Networks (RPHN) of services available in order to align SUD work with other RPHN projects that may be similar or impact the same populations.

3.11.2. The Contractor shall ensure all coordination of care activities are compliant with state and federal laws and rules, including but not limited to 42 CFR Part 2.

3.11.3. The Contractor shall refer individuals to, and coordinate the individual's care with, other providers and document the coordination, or individual's refusal of the coordination, in the individual's service record. The Contractor shall ensure referrals include, but are not limited to:

3.11.3.1. Primary care providers. If the individual does not have a primary care provider, the Contractor shall make an appropriate referral to one and coordinate care with, as that

provider.

3.11.3.2. Behavioral health care providers when serving individuals with co-occurring substance use and mental health disorders. If the individual does not have a behavioral health care provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider.

3.11.3.3. Medication-Assisted Treatment (MAT) providers.

3.11.3.4. Peer recovery support providers. If the individual does not have a peer recovery support provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider.

3.11.4. The Contractor shall coordinate with case management services offered by the individual's managed care organization, third party insurance or other provider, as applicable.

3.11.5. The Contractor shall coordinate individual services with the Department's Doorway contractors including, but not limited to:

3.11.5.1. Ensuring timely admission of individuals to services,

3.11.5.2. Completing initial clinical evaluations as needed.

3.11.5.3. Referring individuals to Doorway services when the Contractor cannot admit an individual for services within 48 hours.

3.11.5.4. Referring individuals to Doorway services at the time of discharge when an individual is in need of Doorway services.

3.11.6. The Contractor shall coordinate with the NH Ryan White CARE Program, for individuals identified as at risk of or with HIV/AIDS.

3.11.7. The Contractor shall coordinate with other social service agencies engaged with the individual, as applicable, which may include but are not limited to:

3.11.7.1. NH Division for Children, Youth and Families (DCYF).

3.11.7.2. Probation and parole.

3.11.7.3. Doorways.

3.11.8. The Contractor shall clearly document in the individual's service record when the individual refuses any referrals or care coordination.

3.11.9. The Contractor shall not prohibit individuals from receiving services under this Agreement when an individual does not consent to information sharing.

3.11.10. The Contractor shall notify individuals who consent to information sharing that they have the ability to rescind the consent at any time without any impact on services provided under the awarded contract.

3.11.11. The Contractor shall coordinate with local recovery community organizations, where available, to bring peer recovery support providers into the treatment setting, to meet with individuals to describe available services and to engage individuals in peer recovery support services as applicable.

3.11.12. The Contractor shall complete a Transfer Plan on the day of transfer when an individual is transferring from one level of care to another *within the same agency*, during the same episode of care for all services. The Contractor shall ensure the Transfer Plan:

3.11.12.1. Addresses all ASAM Dimensions;

3.11.12.2. Includes at least one of the four (4) ASAM Criteria for transfer, including how the individual meets that criteria; and

3.11.12.3. Includes the transfer plan and recommendations, with specific information regarding further treatment at the agency.

3.12. The Contractor shall discharge an individual from WITS by closing the Episode in WITS when the individual is discharged from treatment at the agency, even if they are expected to return at a future date, for example, after completing treatment at a different agency. The time frames for discharge are as follows:

3.12.1. Individuals receiving outpatient services (individual outpatient (OP), intensive outpatient (IOP), partial hospitalization program (PHP)), who have not received services in the past 30 days must be discharged by day 30. Upon the individual's return to treatment a new episode of care must be started, and all standard admission steps must be taken.

3.12.2. Individuals receiving residential services, including but not limited to low intensity and high intensity, who have not received services in the past 48 hours must be discharged. The Contractor shall ensure discharge is completed within seven (7) days of the last day of service. Upon the individual's return to treatment a new episode of care must be started, and all standard admission steps must be taken.

3.13. The Contractor shall identify the reason for transfer or discharge in the Program Enrollment section of WITS for each individual at the time of transfer or discharge from the program.

3.14. The Contractor shall complete a Discharge Summary when an individual is being discharged from treatment at the contracted agency for all services within

this Agreement. The Contractor shall ensure the Discharge Summary:

3.14.1. Addresses all ASAM (2013) domains, including the process of transfer planning at the time of the individual's intake to the program, except for Transitional Living;

3.14.2. Is in accordance with Exhibit B-1, Operational Requirements;

3.14.3. Includes the reason for admission, course of treatment, discharge assessment, strengths and liabilities, and discharge plan and recommendations, with specific information regarding referrals or further treatment; and

3.14.4. Includes at least one of the following four (4) ASAM Criteria for discharge, and how individual meets the requirement, except for Transitional Living:

3.14.4.1. Transfer/Discharge Criteria A: The patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

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

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

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

3.15. Individual and Group Education

3.15.1. The Contractor shall offer all individuals receiving services under this Agreement individual or group education on prevention, treatment, and nature of:

3.15.1.1. Substance use disorders.

3.15.1.2. Relapse prevention.

3.15.1.3. Hepatitis C Virus (HCV).

3.15.1.4. Human Immunodeficiency Virus (HIV).

3.15.1.5. Sexually Transmitted Diseases (STDs).

3.15.1.6. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;

3.15.1.7. Individual and/or group counseling for individuals of childbearing age, regardless of gender, on the effects of alcohol and other drug use on a fetus.

3.15.1.8. The relationship between tobacco use and substance use and other mental health disorders, if the individual uses nicotine.

3.15.2. The Contractor shall ensure that all individuals are screened at intake and discharge for tobacco use, treatment needs and referral to the NH QuitLine, as part of treatment planning.

3.15.3. The Contractor shall maintain an outline of each educational session provided.

3.16. Tobacco-Free Environment

3.16.1. The Contractor shall ensure a tobacco-free environment by having policies and procedures that apply to all staff, individuals receiving services, and visitors that include but are not limited to:

3.16.1.1. Smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices.

3.16.1.2. Prohibiting the use of tobacco products within the Contractor's facilities at any time.

3.16.1.3. Prohibiting the use of tobacco in any Contractor-owned vehicle.

3.16.1.4. Whether the use of tobacco products is prohibited outside of the facility on the grounds. If use of tobacco products is allowed outside of, but on the grounds of, the facility, the Contractor shall ensure:

3.16.1.4.1. Designated smoking area(s) are located a minimum of 20 feet from the main entrance;

3.16.1.4.2. All materials used for smoking in the designated area, including cigarette butts and matches, are

extinguished and disposed of in appropriate containers;

3.16.1.4.3. Periodic cleanup of the designated smoking area is scheduled and completed as scheduled and/or needed; and

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

3.16.1.5. Prohibiting tobacco use in personal vehicles when transporting individuals on authorized business.

3.16.2. The Contractor shall ensure the Tobacco-Free Environment policy is included in employee, individual, and visitor orientations and posted in the Contractor's facilities and vehicles.

3.16.3. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging individuals from services being provided under this Contract.

3.17. State Opioid Response (SOR) Grant Standards

3.17.1. The Contractor shall establish formal information sharing and referral agreements with the Doorways in compliance with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.

3.17.2. The Contractor shall ensure all referrals of individuals to the Doorways are:

3.17.2.1. Completed and documented in the individual's file;

3.17.2.2. Available to the Department as requested and as needed for payment of invoices for services provided through SOR-funded initiatives.

3.17.3. The Contractor shall ensure individuals receiving services rendered from SOR funds have a documented history or current diagnoses of Opioid Use Disorder (OUD) or Stimulant Use Disorders.

3.17.4. The Contractor shall coordinate ongoing care for individuals with documented history or current diagnoses of OUD or Stimulant Use Disorder, receiving services rendered from SOR funds, with the Doorways in accordance with 42 CFR Part 2.

3.17.5. The Contractor shall ensure that SOR grant funds are not used to purchase, prescribe, or provide marijuana or for providing treatment using marijuana. The Contractor shall ensure:

3.17.5.1. Treatment in this context includes the treatment of opioid

use disorder (OUD).

3.17.5.2. Grant funds are not provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental health disorders.

3.17.5.3. This marijuana restriction applies to all subcontracts and memorandums of understanding (MOU) that receive SOR funding.

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

3.17.6.1. Methadone; and

3.17.6.2. Buprenorphine products including:

3.17.6.2.1. Single-entity buprenorphine products;

3.17.6.2.2. Buprenorphine/naloxone tablets;

3.17.6.2.3. Buprenorphine/naloxone films; and

3.17.6.2.4. Buprenorphine/naloxone buccal preparations.

3.17.7. The Contractor shall provide medical withdrawal management services supported by SOR funds only when the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

3.17.8. The Contractor shall provide a Fentanyl test strip utilization plan to the Department for approval prior to implementation. The Contractor shall ensure the utilization plan includes:

3.17.8.1. Internal policies for the distribution of Fentanyl strips;

3.17.8.2. Distribution methods and frequency; and

3.17.8.3. Other key data as requested by the Department.

3.17.9. The Contractor shall ensure individuals receiving financial aid for recovery housing utilizing SOR funds are in a recovery housing facility that aligns with the National Alliance for Recovery Residences standards and is registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with New Hampshire Administrative Rules, He-A 305, Voluntary Registry for Recovery Houses.

3.17.10. The Contractor shall accept individuals on MAT and facilitate access to MAT on-site or through referrals for all individuals supported with SOR funds, as clinically appropriate.

3.17.11. The Contractor shall ensure individuals who refuse to consent to information sharing with the Doorways do not receive services utilizing SOR funding.

3.17.12. The Contractor shall ensure individuals who rescind consent to information sharing with the Doorway do not receive any additional services utilizing SOR funding.

4. Web Information Technology System

4.1. The Contractor shall use the Web Information Technology System (WITS) to record contact with individuals within three (3) days following the activity, unless otherwise stated in the WITS guidance document(s). The Contractor shall utilize WITS to record all BDAS individual activities, including, but not limited to:

4.1.1. Determining individual eligibility.

4.1.2. Reporting all data that is used to calculate and analyze National Outcome Measures.

4.1.3. Billing the Department for services performed under the resulting contract including all data required by the Department to authorize payment.

4.1.4. Providing other information as required by the Department.

4.2. The Contractor shall provide the individual with the WITS Information Acknowledgement and obtain the individual's signature on that format the time of admission to treatment, prior to providing services.

4.3. The Contractor shall ensure information for individuals refusing to sign the WITS Information Acknowledgement is not entered into the WITS system and the Contractor shall contact the Department to establish alternative reporting and billing procedures.

4.4. The Contactor shall ensure services are provided to individuals who refuse to sign the WITS Information Acknowledgement, despite not being able to enter that individual into the WITS system. The Contractor shall:

4.4.1. Establish a policy to document individual activity elsewhere;

4.4.2. Obtain Department approval of the established policy;

4.4.3. Notify the Department of each individual's refusal; and

4.4.4. Ensure the Department has access to records as requested.

4.5. The Contractor shall ensure the WITS system is only used for individuals who are in a program that is funded by or under the oversight of the Department. The Contractor may use WITS to enter information for non-BDAS individuals if the following conditions apply:

4.5.1. The Department has approved the Contractors' use of WITS for this purpose;

4.5.2. The Contractor utilized WITS prior to September of 2019; and

4.5.3. The Contractor does not have an alternative electronic health record available for use.

4.6. The Contractor shall cease utilizing WITS if an individual obtains funding from another source while in treatment, unless otherwise approved by the Department. Individuals who are in a program that is funded by or under the oversight of the Department include:

4.6.1. Individuals receiving BDAS-funded SUD treatment services,

4.6.2. Individuals receiving services from Impaired Driver Care Management Programs (IDCMP); and

4.6.3. Individuals receiving services from Impaired Driver Service Providers (IDSP), regardless of funding source.

4.7. The Contractor may use their own electronic health record (EHR), in addition to WITS, to record and track other data not collected in WITS, upon approval by the Department and only if the Department has access to the EHR.

4.8. The Contractor shall record that an individual has been discharged when the individual has completed a treatment episode in WITS.

4.9. The Contractor shall follow all the instructions and requirements in the most current WITS User Guide, as provided by the Department.

4.10. The Contractor shall agree to and follow the Information Security Requirements in Exhibit K.

5. Telehealth

5.1. The Contractor may deliver outpatient services via telehealth through secure telecommunication technology, when clinically appropriate and within the Contractor's scopes of practice, as documented in the individual's treatment plan. The Contractor acknowledges and agrees that:

5.1.1. Telehealth services may be rendered from a remote site, other than the Contractor's facility.

5.1.2. Confidentiality and privacy protections apply to all telehealth services, under the same laws that protect the confidentiality of in-person services

5.1.3. The use of public facing applications such as Facebook Live, Twitch, TikTok, or other similar video communication applications is prohibited.

5.2. The Contractor shall ensure telehealth complies with all security and privacy

components identified in Exhibit K, DHHS Information Security Requirements. The Contractor shall ensure:

5.2.1. Individual's informed consent to using the telecommunication technology is received and kept on file.

5.2.2. A provider is present with the individual(s) during the use of telecommunication technology.

5.2.3. Only authorized users have access to any electronic PHI (ePHI) that is shared or available through the telecommunication technology.

5.2.4. Secure end-to-end communication of data is implemented, including all communication of ePHI remaining in the United States.

5.2.5. A system of monitoring the communications containing ePHI is implemented to prevent accidental or malicious breaches.

5.3. The Contractor shall adhere to all relevant state and federal regulations regarding telehealth not identified in the contract, including regulations regarding face-to-face services.

6. Staffing

6.1. The Contractor shall meet the minimum staffing requirements, or request an exemption to the requirements, to provide the scope of work in this Agreement. Staffing levels must include the following:

6.1.1. A minimum of one (1) New Hampshire Licensed Clinical Supervisor.

6.1.2. Staffing ratios for the following:

6.1.2.1. Individual Counseling: The ratio of individuals to NH Licensed and Unlicensed Counselors who provide counseling to individuals on an individual basis in any ASAM level of care should be based on the following:

6.1.2.1.1. Clinician's ability to provide appropriate, effective, and evidence-based treatment to individuals within the setting;

6.1.2.1.2. Type of treatment provided;

6.1.2.1.3. Composition of the individual population; and

6.1.2.1.4. Availability of auxiliary services.

6.1.2.2. SUD Treatment Groups: No more than 12 individuals with one NH Licensed Counselor or Unlicensed Counselor present or no more than 16 individuals when that Counselor is joined by a second Licensed Counselor, Unlicensed Counselor, CRSW or Uncertified Recovery Support Worker.

6.1.2.3. Recovery Support Groups: No more than ~~eight~~ (8)

individuals with one (1) NH CRSW present or no more than 12 individuals when that CRSW is joined by a second CRSW, or Uncertified CRSW, Licensed or Unlicensed Counselor.

6.1.2.4. Milieu/Line Staff: Ratios must be based upon the needs of the individuals, and the staff's ability to ensure individual health, safety and well-being. The Contractor shall ensure a minimum of one (1) floating Milieu/Line staff member able to move between common areas to observe individuals is present at all times, when the space is occupied by individuals. The following Milieu/Line staff to individual ratio is required for all residential facilities. Temporary staffing shortages are allowable, but not encouraged, while the Contractor actively seeks to fill any open staff positions. Any temporary staffing shortages must be reported to BDAS in the Quarterly Reports, and Contractor must be actively working to recruit new staff:

6.1.2.4.1. 3.5 Level of Care, or 3.5 Co-occurring Capable Level of Care:

6.1.2.4.1.1. A maximum of five (5) individuals to 1 (one) Milieu/Line Staff Member present with individuals, during awake hours, when individuals are not participating in a group or individual session; and

6.1.2.4.1.2. A maximum of 10 individuals to one (1) awake Milieu/Line Staff during overnight hours.

6.1.2.4.2. 3.5 Co-occurring Enhanced Level of Care, or 3.7 Level of Care:

6.1.2.4.2.1. A maximum of five (5) individuals to one (1) Milieu/Line Staff Member present with individuals during awake hours, when individuals are not participating in a group or individual session; and

6.1.2.4.2.2. A maximum of 10 individuals to one (1) awake Milieu/Line during overnight hours.

6.1.2.4.3. 3.1 Level of Care:

6.1.2.4.3.1. A maximum of eight (8) individuals to one (1) Milieu/Line staff member present with individuals during awake hours, when individuals are not participating in a group or individual session; and

6.1.2.4.3.2. A maximum 14 individuals to one (1) awake Milieu/Line staff during overnight hours.

6.2. The Contractor shall notify the Department, in writing, of changes in key personnel, of whom a minimum of 10% of their work time is devoted to providing SUD treatment and/or recovery support services, and provide, within five (5) working days, updated resumes that clearly indicate the staff member is employed by the Contractor.

6.3. The Contractor shall notify the Department in writing within one (1) month of hire when a new administrator, coordinator, or any staff person essential to delivering this scope of services is hired to work in the program(s). The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the new hire notification.

6.4. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one (1) month.

6.5. The Contractor shall have policies and procedures related to student interns that address minimum coursework, experience and core competencies for interns having direct contact with individuals served by this Agreement.

6.6. The Contractor shall ensure student interns complete training on the following topics, as approved by the Department, prior to beginning their internship:

6.6.1. Ethics;

6.6.2. 12 Core Functions;

6.6.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and

6.6.4. Information security and confidentially practices for handling PHI and substance use disorder treatment records as safeguarded by 42 CFR Part 2.

6.7. The Contractor shall ensure attendance of all required training for interns is documented in the interns' records and shall provide a list of which includes the intern's name and dates and topics of training, to the Department, as requested.

6.8. The Contractor shall ensure the health, safety, and well-being of all individuals in areas where individuals congregate, including, but not limited to:

6.8.1. Common areas.

6.8.2. Group rooms.

6.8.3. Classrooms.

6.9. The Contractor shall ensure written policies are available for Department review, as requested, for all required positions. The Contractor may request an exemption of staffing requirements if the requirements are inappropriate for services provided.

6.10. The Contractor shall provide both clinical and safety justifications to request exemption for any of the staffing requirements believed inappropriate for proposed services and/or if the facility does not meet the staffing requirements to the Department for approval.

6.11. The Contractor shall ensure no Licensed Clinical Supervisor shall supervise more than 12 staff unless the Department has approved an alternative supervision plan.

6.12. The Contractor shall provide ongoing clinical supervision that occurs at regular intervals, and is documented in all staff members' records and evidence-based practices. Clinical supervision, shall include, at a minimum:

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

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

6.13. The Contractor shall provide training to all staff providing SUD services under this Agreement on the following topics. Training attendance must be documented in all staff members' records:

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

6.13.2. The 12 core functions;

6.13.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and

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

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6.14. The Contractor shall ensure all Unlicensed Staff complete training on the following topics, as approved by the Department, within six (6) months of hire:

6.14.1. Ethics;

6.14.2. 12 Core Functions;

6.14.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and

6.14.4. Information security and confidentially practices for handling PHI and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within six (6) months of hire.

6.15. The Contractor shall provide in-service training to all staff involved in individual care within 15 days of the contract effective date or the staff person's employment start date, if the staff member started work after the contract effective date and annually thereafter. The Contractor shall ensure in-service training topics are as follows:

6.15.1. Contract requirements;

6.15.2. Policies and procedures provided by the Department;

6.15.3. Hepatitis C (HCV);

6.15.4. Human immunodeficiency virus (HIV);

6.15.5. Tuberculosis (TB); and

6.15.6. Sexually transmitted diseases (STDs).

6.16. The Contractor shall ensure all staff receive annual continuing education on the following topics:

6.16.1. Advancements in the science and evidence-based practices of the SUD field; and

6.16.2. State and federal laws and rules relating to confidentiality.

6.17. The Contractor shall ensure staff attendance of all required training is documented in the staff members' records and shall provide a list of trained staff which includes dates and topics of training, to the Department, as requested.

7. Audit Requirements

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

7.1.1. 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.

7.1.2. 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.

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

7.2. If Condition A exists, the Contractor must 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.

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

7.4. 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.

7.5. 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 must 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.

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

7.7. The Contractor must ensure the corrective action plan uses SMART goals and objectives, and includes:

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

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

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

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

7.7.5. How and when the Contractor shall report to the Department on progress on implementation and effectiveness

8. Exhibits Incorporated

8.1. 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.

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

8.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

9. Reporting Requirements

9.1. The Contractor shall report individual demographic data in WITS for all BDAS funded individuals as specified in the current WITS User Guide.

9.2. The Contractor shall report individual National Outcome Measures (NOMS) data in WITS for:

9.2.1. 100% of all individuals at admission.

9.2.2. 100% of all individuals who are discharged.

9.3. The Contractor shall report all data *necessary* for *calculation* of the following performance measures in WITS and as specified in the WITS User Guide:

9.3.1. Initiation: Percentage of individuals accessing services within 14 days of screening;

9.3.2. Engagement: Percentage of individuals receiving three (3) or more eligible services within 34 days of screening;

9.3.3. Retention: Percentage of individuals receiving six (6) or more eligible services within 60 days of screening;

9.3.4. Treatment completion: Percentage of individuals completing treatment; and

9.3.5. National Outcome Measures (NOMS):

9.3.5.1. Reduction in/no change in the frequency of both alcohol and other drug substance use at discharge compared date of first service.

9.3.5.2. Increase in/no change in number of individuals employed or in school on the date of last service compared to first service.

9.3.5.3. Reduction in/no change in number of individuals arrested in

past 30 days from date of first service to date of last service.

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

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

9.4. The Contractor shall report all other data, as specified in the WITS User Guide, to support the Department's analysis and reporting on demographics, performance, services and other factors as determined by the Department and in a format specified by the Department.

9.5. The Contractor shall complete monthly contract compliance reporting no later than the 10th day of the month following the reporting month in a format determined and as requested by the Department.

9.6. The Contractor shall submit quarterly contract compliance reporting no later than the 10th day of following month in a format determined and as requested by the Department.

9.7. The Contractor shall report all critical incidents to the Department in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

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

9.7.1.1. Abuse;

9.7.1.2. Neglect;

9.7.1.3. Exploitation;

9.7.1.4. Rights violation;

9.7.1.5. Missing person;

9.7.1.6. Medical emergency;

9.7.1.7. Restraint; or

9.7.1.8. Medical error.

9.8. The Contractor shall submit additional information regarding critical incidents to the Department as requested and required.

9.9. The Contractor shall report critical incidents to other agencies as required by law.

9.10. The Contractor shall notify the Department in writing of all contact with law enforcement as soon as possible and no more than 24 hours following the

incident.

9.11. The Contractor shall notify the Department in writing of all media contacts as soon as possible and no more than 24 hours following the incident.

9.12. The Contractor shall report in accordance with the Department's Sentinel Even Reporting guidance.

9.13. The Contractor shall refer to the current WITS User Guide for guidance on NOMS and other data reporting requirements.

10. Performance Measures

10.1. Contract performance shall be measured to evaluate service quality and efficacy in mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses. The following performance measures will be used by the Department to evaluate selected vendor performance:

10.1.1. Initiation: Percentage of individuals accessing services within 14 days of screening;

10.1.2. Engagement: Percentage of individuals receiving three (3) or more eligible services within 34 days of screening;

10.1.3. Retention: Percentage of individuals receiving six (6) or more eligible services within 60 days of screening;

10.1.4. Treatment completion: Percentage of individuals completing treatment; and

10.1.5. National Outcome Measures (NOMS): The percentage of individuals out of all individuals discharged improved in at least three (3) out of five (5) of the following NOMS outcome criteria:

10.1.5.1. Reduction in/no change in the frequency of both alcohol and other drug substance use at discharge compared to the period of 7 days before and the date of first service during an episode of care (or previous episode of care for individuals referred for services from a different BDAS contracted SUD treatment provider).

10.1.5.2. Increase in/no change in number of individuals employed or in school on the date of last service compared to first service.

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

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

10.1.5.5. Increase in/no change in number of individuals participating

in community support services at last service compared to first service.

10.2. The Contractor shall meet or exceed baseline performance requirements as determined by the Department.

10.2.1. The Department will actively and regularly collaborate with the Contractor to develop a performance improvement structure that will enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

10.2.2. The Department may identify expectations for active and regular collaboration, including key performance measures, in this Agreement. Where applicable, the Contractor must collect and share data with the Department, as requested and in a format specified by the Department.

10.3. The Contractor shall participate in all quality improvement activities to ensure the standard of care for individuals, as directed and requested by the Department, including, but not limited to:

10.3.1. Electronic and in-person individual record reviews.

10.3.2. Site visits.

10.3.3. Training and technical assistance activities.

10.4. The Contractor shall monitor and manage the utilization of levels of care and service array to ensure services are offered through the term of the contract to maintain a consistent service capacity for SUD treatment and recovery support services statewide by monitoring the capacity such as staffing and other resources to consistently and evenly deliver these services.

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

10.6. The Contractor shall participate in quarterly meetings with the Department to ensure compliance with the contractual requirements.

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

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

11. Additional Terms

11.1. Impacts Resulting from Court Orders or Legislative Changes

11.1.1. 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.

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

11.2.1. The Contractor shall submit, within ten (10) days of the Agreement 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.

11.3. Credits and Copyright Ownership

11.3.1. If the Contractor wishes to publicly reference or market their use of American Society of Addiction Medicine (ASAM) criteria, or utilize language related to American Society of Addiction Medicine levels of care in promotion or marketing of their services, the Contractor must agree to sign and have in effect, the End User License Agreement with the State of New Hampshire prior to publicly referencing or marketing their services as such. The Contractor shall comply with the terms of Appendix F, End User License Agreement, or the Contractor shall not be permitted to publicly reference or market their use of anything related to ASAM.

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

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

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

11.3.4.1. Brochures.

11.3.4.2. Resource directories.

11.3.4.3. Protocols or guidelines.

11.3.4.4. Posters.

11.3.4.5. Reports.

11.3.5. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

11.4. Operation of Facilities: Compliance with Laws and Regulations

11.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement 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.

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

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

11.4.4. The Contractor shall ensure facilities where services are provided meet all the applicable laws, rules, policies, and standards.

11.4.5. The Contractor shall submit a transition plan for Department approval no later than 30 days from the contract effective date of the resulting contract that specifies actions to be taken in the event that the selected vendor can no longer provide services. The selected Contractor shall ensure the transition plan includes, but is not limited to:

11.4.5.1. An action plan that ensures the seamless transition of individuals to alternative providers with no gap in services;

11.4.5.2. Where and how individual records will be transferred to ensure no gaps in services, ensuring the Department is

not identified as the entity responsible for individual records; and

11.4.5.3. Individual notification processes and procedures for transitioning records.

11.4.6. The Contractor shall comply with applicable federal and state laws, rules and regulations, applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.

11.4.7. The Contractor shall comply with all information security and privacy requirements as set by the Department.

11.5. Eligibility Determinations

11.5.1. If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

11.5.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

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

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

11.6. Records

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

11.6.1.1. 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.

11.6.1.2. 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.

11.6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.

11.6.1.4. Medical records on each individual who receives services.

11.6.2. During the term of this Agreement 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 Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) 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 Operational Requirements

1. Requirements for Organizational or Program Changes.

1.1. The Contractor shall provide written notification to the no later than 30 days prior to changes in:

1.1.1. Ownership;

1.1.2. Physical location; or

1.1.3. Name.

1.2. The Contractor shall submit a copy of the certificate of amendment from the New Hampshire Secretary of State with the effective date of the change to the Department, when there is a change in the name of the ownership, physical location, or name of the organization.

2. Inspections and Administrative Remedies

2.1. The Contractor shall allow any Department representative at any time to be admitted on the premises to inspect:

2.1.1. The facility;

2.1.2. All programs and services provided through this Agreement; and

2.1.3. Any records required by the Agreement.

2.2. The Contractor shall be issued a notice of deficiencies when the Department determines that the Contractor is in violation of any contract requirements. The Contractor shall receive written notice from the Department, as applicable which:

2.2.1. Identifies each deficiency;

2.2.2. Identifies the specific proposed remedy(ies); and

2.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 541-A and NH Administrative Rule He-C 200.

2.3. The Contractor shall receive administrative remedies from the Department for violations of contract requirements, which may include, but is not limited to:

2.3.1. The requirement to submit a plan of correction (POC).

2.3.2. The imposition of a POC by the Department.

2.3.3. Contract suspension.

2.3.4. Contract Revocation.

3. Plans of Corrective Action

3.1. The Contractor shall submit a written POC to the Department within 21 days of receiving a notice of deficiencies, for review and acceptance. The Contractor shall ensure the POC includes, but is not limited to:

3.1.1. Steps to be taken to correct each deficiency.

3.1.2. Measures that will be put in place.

3.1.3. System changes to be made to ensure that the deficiency does not recur.

3.1.4. The date by which each deficiency will be corrected, ensuring the correction occurs no later than 90 days from the date the POC is submitted to the Department.

3.2. The Contractor shall ensure each POC:

3.2.1. Achieves compliance with contract requirements;

3.2.2. Addresses all deficiencies and deficient practices as cited in the notice of deficiencies; and

3.2.3. Mitigates the likelihood of a new violation of contract requirements as a result of implementation of the POC.

3.3. The Department shall notify the Contractor of the reasons for rejection of the POC, if the POC is not accepted. The Contractor shall:

3.3.1. Develop and submit a revised POC within 21 days of the date of the written notification of POC rejections.

3.3.2. Ensure the revised POC complies with POC standards identified above.

3.4. The Contractor shall be subject to a directed POC from the Department that specifies the corrective actions to be taken when:

3.4.1. Deficiencies were identified during an inspection that require immediate corrective action to protect the health and safety of the individuals receiving services or staff providing services.

3.4.2. The original POC is not submitted within 21 days of the date of the written notification of deficiencies;

3.4.3. The revised POC is rejected by the Department; or

3.4.4. The POC is not implemented by the completion date identified in the Department-accepted POC.

3.5. The Contractor shall admit and allow the Department access to the premises and records related to the Department-accepted POC, after the completion date identified in the POC, in order to verify the implementation of the POC, which may include, but is not limited to:

3.5.1. Review of materials submitted by the Contractor;

3.5.2. Follow-up inspection; or

3.5.3. Review of compliance during the next scheduled inspection.

4. Duties and Responsibilities

4.1. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to individuals on an ongoing basis.

4.2. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.

4.3. The Contractor shall employ an administrator responsible for the day-to-day operations of services provided in this Agreement. The Contractor shall:

4.3.1. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and

4.3.2. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor, the staff position(s) to be delegated, and the authority and responsibility to act in the administrator's behalf when the administrator is absent.

4.4. The Contractor shall ensure the following documents are posted in a public area:

4.4.1. A copy of the Contractor's policies and procedures relative to the implementation of rights and responsibilities for individuals receiving services, including confidentiality per 42 CFR Part 2; and

4.4.2. The Contractor's plan for fire safety, evacuation, and emergencies, identifying the location of, and access to all fire exits.

4.5. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the Department.

4.6. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the Department, and all court orders.

4.7. The Contractor shall follow the required procedures for the care of the individuals, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007 for residential programs, if the Contractor accepts an individual who is known to have a disease reportable under NH Administrative Rule He-P 301, or an infectious disease.

4.8. The Contractor shall comply with state and federal regulations on confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12.

4.9. The Contractor shall develop policies and procedures regarding the release of information contained in individual service records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.

4.10. The Contractor shall ensure all records relating to services provided through this Agreement are legible, current, accurate, and available to the Department during an inspection or investigation.

4.11. The Contractor shall ensure service site(s) are accessible to individuals with a disability, using Americans with Disabilities Act (ADA) accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq. The Contractor shall ensure service sites include:

4.11.1. A reception area separate from living and treatment areas;

4.11.2. A private space for personal consultation, charting, treatment and social activities, as applicable;

4.11.3. Secure storage of active and closed confidential individual records; and

4.11.4. Separate and secure storage of toxic substances.

4.12. The Contractor shall establish a code of ethics for staff that includes a mechanism for reporting unethical conduct.

4.13. The Contractor shall develop, implement, and maintain specific policies, including:

4.13.1. Rights, grievance, and appeals policies and procedures for individuals receiving services;

4.13.2. Progressive discipline, leading to administrative discharge;

4.13.3. Reporting and appealing staff grievances;

4.13.4. Alcohol and other drug use while in treatment;

4.13.5. Individual and employee smoking that are in compliance with Exhibit B, Section 3.16;

4.13.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;

4.13.7. Holding an individual's possessions;

4.13.8. Secure storage of staff medications;

4.13.9. Medication belonging to individuals receiving services;

4.13.10. Urine specimen collection, as applicable, that:

4.13.10.1. Ensures collection is conducted in a manner that preserves individual privacy as much as possible; and

4.13.10.2. Minimizes falsification;

4.13.11. Safety and emergency procedures on:

4.13.11.1. Medical emergencies;

4.13.11.2. Infection control and universal precautions, including the use of protective clothing and devices;

4.13.11.3. Reporting injuries;

4.13.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures; and

4.13.11.5. Emergency closings,;

4.13.12. The Contractor shall develop, implement and maintain procedures for:

4.13.12.1. Protection of individual records that govern use of records, storage, removal, conditions for release of information, and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and

4.13.12.2. Quality assurance and improvement.

5. Collection of Fees.

5.1. The Contractor shall maintain procedures regarding collections from individual fees, private or public insurance, and other payers responsible for the individual's finances; and

5.2. The Contractor shall provide the individual, and the individual's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge at the time of screening and admission,

6. Screening and Denial of Services

6.1. The Contractor shall maintain a record of all individual screenings, including:

6.1.1. The individual's name and/or unique identifier;

6.1.2. The individual's referral source;

6.1.3. The date of initial contact from the individual or referring agency;

6.1.4. The date of screening; and

6.1.5. The result of the screening, including the reason for denial of services if applicable;

6.2. The Contractor shall record all referrals to and coordination with the Doorway and interim services, or the reason that a referral was not made; for any individual who is placed on a waitlist. The Contractor shall:

6.2.1. Record all contact with the individual between screening and removal from the waitlist; and

6.2.2. Record the date the individual was removed from the waitlist and the reason for removal.

6.3. In the instance an individual requesting services is denied service(s), the Contractor shall:

6.3.1. Inform the individual of the reason for denial of service(s); and

6.3.2. Assist the individual in identifying and accessing appropriate available treatment.

6.4. The Contractor shall not deny services to an individual solely because the individual:

6.4.1. Previously left treatment against the advice of staff;

6.4.2. Relapsed from an earlier treatment;

6.4.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or

6.4.4. Has been diagnosed with a mental health disorder.

6.5. The Contractor shall report on denial of services to individuals at the request of the Department.

7. **Staffing Requirements**

7.1. The Contractor shall develop a current job descriptions for all staff, including contracted staff, volunteers, and student interns, which includes:

7.1.1. Job title;

7.1.2. Physical requirements of the position;

7.1.3. Education and experience requirements of the position;

7.1.4. Duties of the position;

7.1.5. Positions supervised; and

7.1.6. Title of immediate supervisor.

7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which includes, but is not limited to:

7.2.1. Requiring a prospective employees to sign a releases to allow the Contractor to conduct a criminal record check;

7.2.2. Requiring the administrator or designee to obtain and review criminal record checks from the New Hampshire Department of Safety for each prospective employee;

7.2.3. Ensuring criminal record check standards are reviewed to ensure the health, safety, or well-being of individuals, beyond which shall be reason for non-selection for employment, including the following:

7.2.3.1. Felony convictions in this or any other state;

7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and

7.2.3.3. Findings by the Department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and

7.2.4. Waiver of 7.2.3 above for good cause shown.

7.3. The Contractor shall ensure all staff, which includes contracted staff, meet the educational, experiential, and physical qualifications of the position as listed in their job description. The Contractor shall ensure staff:

7.3.1. Do not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;

7.3.2. Are licensed, registered or certified as required by state statute and as applicable;

7.3.3. Receive an orientation within the first three (3) days of work or prior to direct contact with individuals, which includes:

7.3.3.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;

7.3.3.2. The Contractor's policies on the rights, responsibilities, and complaint procedures for individuals receiving services;

7.3.3.3. Federal and state confidentiality requirements;

7.3.3.4. Grievance procedures;

7.3.3.5. Job duties, responsibilities, policies, procedures, and guidelines;

7.3.3.6. Topics covered by both the administrative and personnel manuals;

7.3.3.7. The Contractor's infection prevention program;

7.3.3.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of staff in an emergency; and

7.3.3.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and

7.3.4. Sign and date documentation that they have taken part in an orientation as described above;

7.3.5. Complete a mandatory annual in-service education, which includes a review of all elements described above.

7.4. The Contractor shall ensure, prior to having contact with individuals receiving services, that employees and contracted employees:

7.4.1. Submit proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:

7.4.1.1. The name of the examinee;

7.4.1.2. The date of the examination;

7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;

7.4.1.4. Results of a 2-step TB test, Mantoux method or other method approved by the Centers for Disease Control; and

7.4.1.5. The dated signature of the licensed health practitioner.

7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and

7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person either has a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium TB through shared air space with persons with infectious TB.

7.5. The Contractor shall ensure employees, contracted employees, volunteers and independent Contractors who have direct contact with individuals who have a history of TB or a positive skin test have a symptomatology screen of a TB test.

7.6. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student intern, volunteer, and contracted staff, which includes, but is not limited to:

7.6.1. A completed application for employment or a resume.

7.6.2. Identification data.

7.6.3. The education and work experience of the employee.

7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:

7.6.4.1. Position title;

7.6.4.2. Qualifications and experience; and

7.6.4.3. Duties required by the position.

7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable.

7.6.6. A signed and dated record of orientation as required above.

7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable.

7.6.8. Records of screening for communicable diseases results required above.

7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary.

7.6.10. Documentation of annual in-service education as required above that includes date of completion and signature of staff.

7.6.11. Information as to the general content and length of all continuing education or educational programs attended;

7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the individual's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy;

7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that the individual:

7.6.13.1. Does not have a felony conviction in this or any other state;

7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect, or exploitation or pose a threat to the health, safety or well-being of an individual; and

7.6.13.3. Has not had a finding by the Department or any administrative agency in NH or any other state for assault, fraud, abuse, neglect or exploitation of any person; and

7.6.14. Documentation of the criminal records check and any waivers, as applicable.

7.7. An individual need not re-disclose any of the matters in the criminal background check if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.

8. **Clinical Supervision of Unlicensed Counselors**

8.1. The Contractor shall ensure all unlicensed counselors providing treatment, education and/or recovery support services; and all uncertified CRSWs, are under the direct supervision of a licensed supervisor.

8.2. The Contractor shall ensure no licensed supervisor supervises more than 12 unlicensed staff, unless the Department has approved an alternative supervision plan.

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8.3. The Contractor shall ensure unlicensed counselors receive a minimum of one (1) hour of supervision for every 20 hours of direct contact with individuals receiving services;

8.4. The Contractor ensures supervision is provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;

8.5. The Contractor shall ensure supervision includes:

8.5.1. Review of case records;

8.5.2. Observation of interactions with individuals receiving services;

8.5.3. Skill development; and

8.5.4. Review of case management activities.

8.6. The Contractor shall ensure supervisors maintain a log of the supervision date, duration, content and who was supervised by whom; and

8.7. The Contractor shall ensure staff licensed or certified shall receive supervision in accordance with the requirement of their licensure.

9. Orientation for Individuals Receiving Services

9.1. The Contractor shall conduct an orientation for individuals receiving services upon admission to program, either individually or by group, that includes:

9.1.1. Rules, policies, and procedures of the program and facility;

9.1.2. Requirements for successfully completing the program;

9.1.3. The administrative discharge policy and the grounds for administrative discharge;

9.1.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and

9.1.5. Requiring the individual to sign and date a receipt that the orientation was conducted.

10. Treatment Plans

10.1. The Contractor shall ensure a licensed counselor or an unlicensed counselor, under the supervision of a licensed counselor, develops and maintains a written treatment plan for each individual receiving services in accordance with SAMHSA TAP 21: Addiction Counseling Competencies, which addresses all ASAM domains. The Contractor shall ensure the treatment plan:

10.1.1. Identifies the individual's clinical needs, treatment goals, and objectives.

10.1.2. Identifies the individual's strengths and resources for achieving goals and objectives above;

10.1.3. Defines the strategy for providing services to meet the individual's needs, goals, and objectives;

10.1.4. Identifies and documents referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;

10.1.5. Provides the criteria for terminating specific interventions;

10.1.6. Includes specification and description of the indicators to be used to assess the individual's progress;

10.1.7. Includes documentation of participation in the treatment planning process or the reason why the individual did not participate; and

10.1.8. Includes signatures of the individual and the counselor agreeing to the treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.

10.1.9. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB.

11. Group education and counseling

11.1. The Contractor shall maintain an outline of each educational and group therapy session provided.

11.2. The Contractor shall ensure all group counseling sessions are limited to 12 individuals or fewer per counselor.

12. Progress notes

12.1. The Contractor shall ensure progress notes are completed for each individual, group, or family treatment or education session.

12.2. The Contractor shall ensure progress notes include, but not limited to:

12.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;

12.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and

12.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session.

13. Discharge and Transfer

13.1. The Contractor shall discharge an individual from a program for the following reasons:

13.1.1. Program completion or transfer based on changes in the individual's functioning relative to ASAM criteria;

13.1.2. Program termination, including:

13.1.2.1. Administrative discharge;

13.1.2.2. Non-compliance with the program;

13.1.2.3. The individual left the program before completion against advice of treatment staff; and

13.1.3. The individual is inaccessible, due to reasons that may include incarceration or hospitalization.

13.2. The Contractor shall ensure that counselors complete a narrative discharge summary in all cases of individual discharge or transfer. The Contractor shall ensure the discharge summary includes, but is not limited to:

13.2.1. The dates of admission and discharge or transfer.

13.2.2. The individual's psychosocial substance misuse history and legal history.

13.2.3. A summary of the individual's progress toward treatment goals in all ASAM domains.

13.2.4. The reason for discharge or transfer.

13.2.5. The individual's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment.

13.2.6. A summary of the individual's physical and mental health condition at the time of discharge or transfer.

13.2.7. A continuing care plan, including all ASAM domains.

13.2.8. A determination as to whether the individual would be eligible for re-admission to treatment, if applicable.

13.2.9. The dated signature of the counselor completing the summary.

13.3. The Contractor shall ensure the discharge summary is completed:

13.3.1. No later than seven (7) days following an individual's discharge or transfer from the program; or

13.3.2. For withdrawal management services, by the end of the next business day following an individual's discharge or transfer from the program.

13.4. The Contractor shall ensure, when transferring an individual from one level of care to another within the same certified Contractor agency or to another treatment provider, the counselor:

13.4.1. Completes a progress note on the client's treatment and progress towards treatment goals, to be included in the individual's record; and

13.4.2. Updates the individual assessment and treatment plan.

13.5. The Contractor shall forward copies of the information to a receiving provider when transferring an individual to another treatment provider, upon receiving a signed release of confidential information from the individual. The Contractor shall ensure information includes:

13.5.1. The discharge summary;

13.5.2. Individual demographic information, including the individual's name, date of birth, address, telephone number, and the last four (4) digits of their Social Security number; and

13.5.3. A diagnostic assessment statement and other assessment information, including:

13.5.3.1. TB test results;

13.5.3.2. A record of the individual's treatment history; and

13.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.

13.6. The Contractor shall ensure the counselor meets with the individual at the time of discharge or transfer to establish a continuing care plan. The Contractor shall ensure the continuing care plan:

13.6.1. Includes recommendations for continuing care in all ASAM domains;

13.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and

13.6.3. Assists the individual in making contact with other agencies or services.

13.7. The Contractor shall ensure the counselor documents, in the individual's service record, if and why the meeting described above could not take place.

13.8. The Contractor shall ensure individuals receiving services through this Agreement are only administratively discharged for the following reasons:

13.8.1. The individual's behavior on program premises is abusive, violent, or illegal;

13.8.2. The individual is non-compliant with prescription medications;

13.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the individual's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or

13.8.4. The individual violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

14. Individual Service Record System

14.1. The Contractor shall implement a comprehensive system in paper and/or electronic format to maintain service records for each individual receiving services. The Contractor shall ensure service records are:

14.1.1. Organized into related sections with entries in chronological order;

14.1.2. Easy to read and understand;

14.1.3. Complete, containing all the parts;

14.1.4. In compliance with all applicable confidentiality laws, including 42 CFR Part 2 and Exhibit K;

14.1.5. Up-to-date, including notes of most recent contacts; and

14.1.6. Accessible to the Department upon request.

14.2. The Contractor shall ensure service records are organized as follows:

14.2.1. First section, Intake/Initial Information:

14.2.1.1. Identification data, including the individual's:

14.2.1.1.1. Name;

14.2.1.1.2. Date of birth;

14.2.1.1.3. Address;

14.2.1.1.4. Telephone number; and

14.2.1.1.5. The last four (4) digits of the individual's Social Security number;

14.2.1.2. The date of admission;

14.2.1.3. Name; address, and telephone number of the individual's:

14.2.1.3.1. Legal guardian;

14.2.1.3.2. Representative payee;

14.2.1.3.3. Emergency contact;

14.2.1.3.4. The person or entity referring the individual for services, as applicable;

14.2.1.3.5. Primary health care provider;

14.2.1.3.6. Behavioral health care provider, if applicable;

14.2.1.3.7. Public or private health insurance provider(s), or both;

14.2.1.4. The individual's religious preference, if any;

14.2.1.5. The individual's personal health history;

14.2.1.6. The individual's mental health history;

14.2.1.7. Current medications;

14.2.1.8. Records and reports prepared prior to the individual's current admission and determined by the counselor to be relevant; and

14.2.1.9. Signed receipt of notification of individual rights;

14.2.2. Second section, Screening/Assessment/Evaluation:

14.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit B.

14.2.3. Third section, Treatment Planning:

14.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Exhibit B and in this Exhibit B-1; and

14.2.3.2. Signed and dated progress notes and reports from all programs involved.

14.2.4. Fourth section, Discharge Planning:

14.2.4.1. A narrative discharge summary, as required in this Exhibit B-1.

14.2.5. Fifth section, Releases of Information/Miscellaneous:

14.2.5.1. Release of information forms compliant with 42 CFR, Part 2;

14.2.5.2. Any correspondence pertinent to the individual; and

14.2.5.3. Any other pertinent information the Contractor deemed significant.

14.3. If the Contractor utilizes a paper format record system, then the sections identified above shall be tabbed sections.

15. Medication Services

15.1. The Contractor shall ensure no administration of medications, including physician samples, occur except by a licensed medical practitioner working within their scope of practice.

15.2. The Contractor shall ensure all prescription medications brought by an individual to program are in their original containers and legibly display the following information:

15.2.1. The individual's name;

15.2.2. The medication name and strength;

15.2.3. The prescribed dose;

15.2.4. The route of administration;

15.2.5. The frequency of administration; and

15.2.6. The date ordered.

15.3. The Contractor shall ensure any change or discontinuation of prescription medications includes a written order from a licensed practitioner.

15.4. The Contractor shall ensure all prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the individual's person or stored in the individual's room, are stored as follows:

15.4.1. All medications are kept in a storage area that is:

15.4.1.1. Locked and accessible only to authorized personnel;

15.4.1.2. Organized to allow correct identification of each individual's medication(s);

15.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and

15.4.1.4. Equipped to maintain medication at the proper temperature;

15.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, are kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and

15.4.3. Topical liquids, ointments, patches, creams and powder forms of products are stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.

15.5. The Contractor shall ensure medication belonging to staff are only accessible to staff and are stored separately from medications belonging to individuals served.

15.6. The Contractor shall ensure over-the-counter (OTC) medications brought into the program by individuals receiving services are:

15.6.1. In original, unopened containers;

15.6.2. Are stored in accordance with this Exhibit B-1;

15.6.3. Are marked with the name of the individual using the medication; and

15.6.4. Are taken in accordance with the directions on the medication container or as ordered by a licensed practitioner.

15.7. The Contractor shall ensure all medications self-administered by an individual, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the individual without supervision, are supervised by the program staff. The Contractor shall ensure staff:

15.7.1. Remind the individual to take the correct dose of their medication at the correct time;

15.7.2. May open the medication container but do not physically handle the medication itself in any manner; and

15.7.3. Remain with the individual to observe them taking the prescribed dose and type of medication;

15.7.4. Document each medication taken in an individual's medication log, which includes:

15.7.4.1. The medication name, strength, dose, frequency and route of administration;

15.7.4.2. The date and the time the medication was taken;

15.7.4.3. The signature or identifiable initials of the staff supervising the consumption of the medication by the individual receiving services; and

15.7.4.4. The reason for any medication refused or omitted, as applicable.

15.8. The Contractor shall ensure the individual's medication log is included in the individual's record and any remaining medication is taken with the individual upon their discharge.

16. Notice of Rights for Individuals Receiving Services

16.1. The Contractor shall ensure programs inform individuals of their rights in clear, understandable language and form, both verbally and in writing. The Contractor shall ensure:

16.1.1. Applicants for services are informed of their rights to evaluations and access to treatment;

16.1.2. Individuals are advised of their rights upon entry into any program and annually thereafter; and

16.1.3. Initial and annual notifications of individual rights are documented in the individual's record.

16.2. The Contractor shall ensure every program within the service delivery system posts notice of the rights, as follows:

16.2.1. The notice is continually posted in an area accessible by all;

16.2.2. The notice is presented in clear, understandable language and form; and

16.2.3. Each program and residence has, on the premises, complete copies of rules pertaining to individual rights that are available for individual review.

17. Fundamental Rights of Individuals Receiving Services

17.1. The Contractor shall ensure no individual receiving treatment for a substance use disorder is deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.

18. Personal Rights

18.1. The Contractor shall ensure individuals who are applicants for services or receiving services are treated by program staff with dignity and respect at all times.

18.2. The Contractor shall ensure individuals are free from abuse, neglect and exploitation which may include, but is not limited to:

18.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;

18.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the individual or others; and

18.2.3. Freedom from personal or financial exploitation.

18.3. The Contractor shall ensure individuals receiving services retain the right to privacy.

19. Client Confidentiality

19.1. The Contractor shall comply with the confidentiality requirements in 42 CFR part 2.

19.2. The Contractor shall ensure copies of individual service records for the individual, attorney or other authorized person are available at no charge for the first 25 pages and not more than $0.25 per page thereafter, after review of the record.

19.3. The Contractor shall ensure, if a minor age 12 or older is treated for substance use disorders without parental consent as authorized by RSA 318:B12-a:

19.3.1. The minor's signature alone authorizes a disclosure; and

19.3.2. Any disclosure to the minor's parents or guardians requires a signed authorization to release.

20. Grievances of Individuals Receiving Services

20.1. The Contractor shall ensure individuals receiving services have the right to complain about any matter, including any alleged violation of a right afforded by this Exhibit B-1 or by any state or federal law or rule.

20.2. The Contractor shall ensure any person has the right to complain or bring a grievance on behalf of an individual or a group of individuals.

21. Treatment Rights

21.1. The Contractor shall ensure individuals receiving services have the right to adequate and humane treatment, including:

21.1.1. The right of access to treatment including:

21.1.1.1. The right to evaluation to determine an individual's need for services and to determine which programs are most suited to provide the services needed; and

21.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and

21.1.2. The right to quality treatment including:

21.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the individuals and

programs providing the treatment and to the conditions for which the individual is being treated;

21.1.3. The right to receive services in such a manner as to promote the individual's full participation in the community;

21.1.4. The right to receive all services or treatment to which an individual is entitled in accordance with the time frame set forth in the individual's treatment plan;

21.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with this Exhibit B-1 which addresses the individual's own goals;

21.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the individual to participate in meaningful activities in the communities in which the individual lives and works;

21.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:

21.1.7.1. Freedom of movement; and

21.1.7.2. Participation in the community, while providing the level of support needed by the individual;

21.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:

21.1.8.1. Whenever possible, the consent shall be given in writing; and

21.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;

21.1.9. The right to refuse to participate in any form of experimental treatment or research;

21.1.10. The right to be fully informed of one's own diagnosis and prognosis;

21.1.11. The right to voluntary placement including the right to:

21.1.11.1. Seek changes in placement, services or treatment at any time; and

21.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;

21.1.12. The right to services which promote independence including services directed toward:

21.1.12.1. Eliminating, or reducing as much as possible, the individual's needs for continued services and treatment; and

21.1.12.2. Promoting the ability of the individuals to function at their highest capacity and as independently as possible;

21.1.13. The right to refuse medication and treatment;

21.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;

21.1.15. The right to consultation and second opinion including:

21.1.15.1. At the individual's own expense, the consultative services of:

21.1.15.1.1. Private physicians;

21.1.15.1.2. Psychologists;

21.1.15.1.3. Licensed drug and alcohol counselors; and

21.1.15.1.4. Other health practitioners; and

21.1.15.2. Granting to such health practitioners reasonable access to the individual, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;

21.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring an individual's participation and informed decision-making:

21.1.16.1. Guardian;

21.1.16.2. Representative;

21.1.16.3. Attorney;

21.1.16.4. Family member;

21.1.16.5. Advocate; or

21.1.16.6. Consultant; and

21.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical, or pharmacological restraint, unless the individual is at risk of self-harm or harm to others.

21.2. The Contractor shall ensure no treatment professional is required to administer treatment contrary to such professional's clinical judgment.

21.3. The Contractor shall ensure programs maximize the decision-making authority of the individual.

21.4. The Contractor shall ensure the following provisions apply to individuals for whom a guardian has been appointed by a court:

21.4.1. The guardian and all individuals involved in the provision of services are made aware of the individual's views, preferences and aspirations;

21.4.2. A guardian only makes decisions that are within the scope of the powers set forth in the guardianship order issued by the court;

21.4.3. The program requests a copy of the guardianship order from the guardian;

21.4.4. The order is kept in the individual's record at the program;

21.4.5. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the individual's choice and preference relative to those issues prevail unless the guardian's authority is expanded by the court to include those issues;

21.4.6. A program takes steps that are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:

21.4.6.1. Reviewing with the guardian the limits on their decision-making authority; and

21.4.6.2. Bringing the matter to the attention of the court that appointed the guardian, if necessary;

21.4.7. The guardian acts in a manner that furthers the best interests of the individual;

21.4.8. In acting in the best interests of the individual, the guardian takes the views, preferences, and aspirations of the individual into consideration;

21.4.9. The program takes steps that are necessary to prevent a guardian from acting in a manner that does not further the best interests of the individual and, if necessary, brings the matter to the attention of the court that appointed the guardian; and

21.4.10. In the event that there is a dispute between the program and the guardian, the program informs the guardian of their right to bring the dispute to the attention of the court that appointed the guardian.

22. Termination of Services

22.1. The Contractor shall terminate an individual from services if the individual:

22.1.1. Endangers or threatens to endanger other individuals or staff, or engages in illegal activity on the property of the program;

22.1.2. Is no longer benefiting from the service(s) provided;

22.1.3. Cannot agree with the Contractor on a mutually acceptable course of treatment;

22.1.4. Refuses to pay for the services received despite having the financial resources to do so; or

22.1.5. Refuses to apply for benefits that could cover the cost of the services received despite the fact that the individual is or may be eligible for benefits.

22.2. The Contractor shall ensure termination does not occur unless the program has given both written and verbal notice to the individual and individual's guardian, if any, that:

22.2.1. Identifies the effective date of termination;

22.2.2. Lists the clinical or management reasons for termination; and

22.2.3. Explains the rights to appeal and the appeal process.

22.3. The Contractor shall document in the service record of an individual who has been terminated that:

22.3.1. The individual has been notified of the termination; and

22.3.2. The termination has been approved by the program administrator.

23. Rights for Individuals Receiving Residential Programs

23.1. The Contractor shall ensure individuals of residential programs retain the following rights:

23.1.1. The right to a safe, sanitary, and humane living environment;

23.1.2. The right to privately communicate with others, including:

23.1.2.1. The right to send and receive unopened and uncensored correspondence;

23.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive a reasonable number of telephone calls, except that residential programs may require an individual to reimburse them for the cost of any calls made by the individual; and

23.1.2.3. The right to receive and to refuse to receive visitors, except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services;

23.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for individuals to engage in such activities;

23.1.4. The right to privacy, including the following:

23.1.4.1. The right to courtesies that include, but are not limited to, knocking on closed doors before entering and ensuring privacy for telephone calls and visits;

23.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and

23.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;

23.1.5. The right to individual choice, including the following:

23.1.5.1. The right to keep and wear their own clothes;

23.1.5.2. The right to space for personal possessions;

23.1.5.3. The right to keep and to read materials of their own choosing;

23.1.5.4. The right to keep and spend their own money; and

23.1.5.5. The right not to perform work for the Contractor and to be compensated for any work performed, except that:

23.1.5.5.1. Individuals may be required to perform personal housekeeping tasks within the individual's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and

23.1.5.5.2. Individuals may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the individual is compensated for work performed; and

23.1.5.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.

23.2. The Contractor shall ensure policies governing individual behavior within a residence are developed, implemented, and available to the Department as requested. The Contractor shall ensure:

23.2.1. Individuals are informed of any house policies upon admission to the residence.

23.2.2. House policies are posted and such policies shall conform with this section.

23.2.3. House policies are periodically reviewed for compliance with this section in connection with quality assurance site visits.

23.2.4. Notwithstanding Section 23.1.4.3 above, development of policies and procedures allowing searches for alcohol and illicit drugs to be conducted:

23.2.4.1. Upon the individual's admission to the program; and

23.2.4.2. If probable cause exists, including such proof as:

23.2.4.2.1. A positive test showing presence of alcohol or illegal drugs; or

23.2.4.2.2. Showing physical signs of intoxication or withdrawal.

24. State and Federal Requirements

24.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall take precedence. The requirements specified below are provided herein to increase the Contractor's compliance.

24.2. The Contractor agrees to the following state and/or federal requirements for specialty treatment for pregnant and parenting women:

24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.2. The program provides or arranges for primary medical care for women who are receiving substance use disorder services, including prenatal care.

24.2.3. The program provides or arranges for childcare with the women are receiving services.

24.2.4. The program provides or arranges for primary pediatric care for the women's children, including immunizations.

24.2.5. The program provides or arranges for gender-specific substance use disorder treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, neglect, and parenting.

24.2.6. The program provides or arranges for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, and their issues of sexual abuse, physical abuse, and neglect.

24.2.7. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.

24.3. The Contractor shall assist the individual in finding and engaging in a service, which may include, but is not limited to, helping the individual locate an

appropriate provider, referring individuals to the needed service provider, setting up appointments for individuals with those providers, and assisting the individual with attending appointments with the service provider(s).

24.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:

24.4.1. Within seven (7) days of reaching 90% of capacity, the program notifies the Department that 90% capacity has been reached.

24.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug use not later than:

24.4.2.1. 14 days after making the request; or

24.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance use disorder treatment program.

24.4.3. The program has established a waitlist that includes a unique patient identifier for each injecting drug user seeking treatment, including individuals receiving interim services while awaiting admission.

24.4.4. The program has a mechanism that enables it to:

24.4.4.1. Maintain contact with individuals awaiting admission;

24.4.4.2. Admit or transfer waiting list individuals at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the individual; and

24.4.4.3. The program takes individuals awaiting treatment off the waiting list only when one of the following conditions exist:

24.4.4.3.1. Individuals cannot be located for admission into treatment or

24.4.4.3.2. Individuals refuse treatment

24.4.5. The program includes activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach that can reasonably be expected to be an effective outreach method.

24.4.6. The program has procedures for:

24.4.6.1. Selecting, training, and supervising outreach workers.

24.4.6.2. Contacting, communicating, and following up with individuals at high-risk of substance misuse, their associates, and

neighborhood residents within the constraints of Federal and State confidentiality requirements.

24.4.6.3. Promoting awareness among people who inject drugs about the relationship between injection drug use and communicable diseases.

24.4.6.4. Recommending steps that can be taken to ensure communicable diseases do not occur.

24.4.7. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance use disorder services, except in cases when each of the following conditions is met:

24.4.7.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.

24.4.7.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.

24.4.7.3. A physician makes a determination that the following conditions have been met:

24.4.7.3.1. The primary diagnosis of the individual is substance use disorder and the physician certifies that fact.

24.4.7.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.

24.4.7.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.

24.4.7.3.4. The hospital-based substance use disorder program follows national standards of substance use disorder professional practice.

24.4.7.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)

24.4.8. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.

24.4.9. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.

24.4.10. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.

24.4.11. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.

24.4.12. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.

24.4.13. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.

24.4.14. The program uses the SAPT Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:

24.4.14.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program; and

24.4.14.2. Secure payments from individuals for services in accordance with their ability to pay.

24.4.15. The Contractor shall comply with all relevant state and federal laws such as but not limited to:

24.4.15.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale in Exhibit C shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.

24.4.15.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 25.00%, federal funds from the Substance Abuse Prevention and Treatment Block Grant, as awarded October 1, 2020 and October 1, 2022, by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, CFDA 93.959 FAIN TI083464.
   1.2. 44.26%, federal funds from the State Opioid Response Grant, as awarded September 30, 2021, by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, CFDA # 93.788, FAIN TI083326, which are only ***effective from the contract effective date through September 29, 2022***.
   1.3. 12.88% General funds.
   1.4. 17.87% Other funds (Governors Commission).
2. For the purposes of this Agreement:
   2.1. The Department has identified the Contractor as a SUBRECIPIENT, in accordance with 2 CFR 200.331.
   2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
   2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
3. 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 item, as specified in Exhibits C-1, SUD Treatment Services Budget through Exhibit C-9, Enhanced Services Budget.
   3.1. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
   3.2. Ensure approval for Exhibits C-1, SUD Treatment Services Budget through Exhibit C-9, Enhanced Services Budget is received from the Department prior to submitting invoices for payment.
   3.3. Request payment for actual expenditures incurred in the fulfillment of this Agreement, and in accordance with the Department-approved budgets.
4. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 days from the contract Effective Date, which shall retained by the Department. The Contractor shall submit budgets as follows:

4.1. One (1) budget for each tiered service that specifies expenses for the period from October 1, 2021 through June 30, 2022, as follows:

4.1.1. Exhibit C-1, SUD Treatment Services Budget

4.1.2. Exhibit C-2, Transitional Living Program Budget

4.1.3. Exhibit C-3, Enhanced Services Budget

5. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2022, which shall be retained by the Department. The Contractor shall submit budgets as follows:

5.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2022 through June 30 2023, as follows:

5.1.1. Exhibit C-4, SUD Treatment Services Budget

5.1.2. Exhibit C-5, Transitional Living Program Budget

5.1.3. Exhibit C-6, Enhanced Services Budget

6. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2023, which shall be retained by the Department. The Contractor shall submit budgets as follows:

6.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2023 through September 29, 2023, as follows:

6.1.1. Exhibit C-7, SUD Treatment Services Budget

6.1.2. Exhibit C-8, Transitional Living Program Budget

6.1.3. Exhibit C-9, Enhanced Services Budget

7. The Contractor shall bill and seek reimbursement for services provided to individuals as follows:

7.1. 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.

7.2. 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.

7.3. For individuals whose private insurer will not remit payment for the full amount, the Contractor shall bill the individual based on the sliding fee scale below.

Percentage of Individual's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit C-1, to Charge the Individual

0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

7.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in approved budgets for which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor shall directly bill the Department to access funds in this Agreement.

7.5. Invoices for individuals without health insurance or other coverage for the services they receive, and for operational costs must include general ledger detail indicating the invoice is only for net expenses and must reflect only amounts up to the current Medicaid rate for the services provided.

7.6. Services provided to incarcerated individuals will be reimbursable only with General Funds and Governor Commission Funds for actual costs incurred, and payable upon Department approval.

8. Additional Billing Information for Room & Board for individuals receiving Medicaid who are in resdential or transitional living level of care and who have Opioid Use Disorder (OUD) or Stimulant Use Disorder, as defined in the SOR grant of which funding is only available ***from the contract effective date through September 29, 2022***.

8.1. The Contractor shall invoice the Department for Room and Board payments up to ***$100*** per day for individuals receiving Medicaid who also have OUD or Stimulant Use Disorders in residential level of care.

8.2. The Contractor shall invoice the Department for Room and Board payments up to ***$75*** per day for individuals receiving Medicaid who also have OUD or Stimulant Use Disorders in transition living level of care.

8.3. With the exception of room and board payments for transitional living, the Contractor shall not bill the Department for Room and Board payments In excess of ***$118,800***.

8.4. The Contractor shall maintain documentation that includes, but is not limited to:

8.4.1. Medicaid ID of the individual receiving services.

8.4.2. WITS ID of the individual receiving services, if applicable.

8.4.3. Period for which room and board payments apply.

8.4.4. Level of Care for which the individual received services for the date range identified in 8.4.3.

8.4.5. Amount being billed to the Department for the service.

8.5. The Contractor shall ensure individuals receiving services rendered from SOR funds have a documented history or current diagnoses of Opioid Use Disorder (OUD) or Stimulant Use Disorders.

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

8.7. The Contractor shall only bill room and board for individuals with OUD and/or Stimulant Use Disorders that are Medicaid coded for either residential and/or transitional living services.

9. Non-Reimbursement for Services

9.1. The Department shall not reimburse the Contractor for services provided through this contract when a individual has or may have an alternative payer for services described in the Exhibit B, Scope of Work, including, but not limited to:

9.1.1. Services covered by any New Hampshire Medicaid programs for individuals who are eligible for New Hampshire Medicaid.

9.1.2. Services covered by Medicare for individuals who are eligible for Medicare.

9.2. Notwithstanding Section 9.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a individual needs a service that is not covered by the payers listed in Section 9.1.

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

9.4. Notwithstanding Section 9.1 above, when payment of the deductible or copay would constitute a financial hardship for the individual, the Contractor shall seek reimbursement from the State for the deductible based on the sliding fee scale, not to exceed $4,000 per individual per treatment episode.

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

9.5.1. If the individual owns a vehicle:

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

9.5.2. If the individual does not own a vehicle:

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

10. The Contractor shall submit an invoice and supporting backup documentation to the Department no later than the 15th working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall:

10.1. Ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

10.2. Ensure invoices are net any other revenue received towards the services billed in fulfillment of this Agreement.

10.3. Ensure backup documentation includes, but is not limited to:

10.3.1. General Ledger showing revenue and expenses for the contract.

10.3.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.

10.3.2.1. Per 45 CFR Part 75.430(i)(1), charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.

10.3.2.2. Attestation and time tracking templates, which are available to the Department upon request.

10.3.3. Receipts for expenses within the applicable state fiscal year.

10.3.4. Cost center reports.

10.3.5. Profit and loss repors.

10.3.6. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.

10.3.7. Information requested by the Department verifying allocation or offset based on third party revenue received.

10.3.8. Summaries of patient services revenue and operating revenue and other financial infofrmation as requested by the Department.

11. The Contractor shall review and comply with further restrictions included in the Funding Opportunity Announcement (FOA).

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

    Program Manager
    Department of Health and Human Services
    Bureau of Drug & Alcohol Services
    105 Pleasant Street
    Concord, NH 03301

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

14. The Department shall make payment to the Contractor within 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.

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

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

17. 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.

18. 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.

19. 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.

20. Audits

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT C

20.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if **any** of the following conditions exist:

20.1.1. 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.

20.1.2. 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.

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

20.2. 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.

20.3. 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.

20.4. 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.

20.5. 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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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:
John Christian
E00D1354A01402...

9/15/2021
Date

Name: John Christian
Title: CEO

DS
JC
Vendor Initials

9/15/2021
Date

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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:

9/15/2021
Date

DocuSigned by:
John Christian
Name: John Christian
Title: CEO

DS
JC
Vendor Initials
9/15/2021
Date

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

PRIMARY COVERED TRANSACTIONS

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

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

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name:

DocuSigned by:
John Christian
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9/15/2021
Date

Name: John Christian
Title: CEO

DS
JC
Contractor Initials
Date 9/15/2021

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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

Contractor Initials _____

Date 9/15/2021

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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:
John Christian
E00D183A0A01497...

9/15/2021
Date

Name: John Christian
Title: CEO

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:
John Christian
E00D1954CA01437...

9/15/2021
Date

Name: John Christian
Title: CEO

DS
JC
Contractor Initials
9/15/2021
Date

DocuSign Envelope ID: 24838D69-66D2-411B-8479-066677FE92BE

DocuSign Envelope ID: 02C69D20-7C1A-4E40-83BB-B78F3C7EAE04

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) **Obligations and Activities of Business Associate.**

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

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

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

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

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

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

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

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

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

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

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

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

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

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However; if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

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

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

(4) Obligations of Covered Entity

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

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

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

Contractor Initials JC

Date 9/15/2021

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

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

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

Department of Health and Human Services	Bridge Street Recovery, LLC
The State by:	Name of the Contractor
Katja Fox	John Christian
Signature of Authorized Representative	Signature of Authorized Representative
Katja Fox	John Christian
Name of Authorized Representative	Name of Authorized Representative
Director	CEO
Title of Authorized Representative	Title of Authorized Representative
9/15/2021	9/15/2021
Date	Date

DocuSign Envelope ID: 24838D69-66D2-411B-8479-066677FE92BE

DocuSign Envelope ID: 02C69D20-7C1A-4E40-83BB-B78F3C7EAE04

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:
John Christian
[illegible]
Name: John Christian
Title: CEO

9/15/2021
Date

New Hampshire Department of Health and Human Services
Exhibit J

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: 83-1514678

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

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

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and 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 Health and Human Services
Amendment #1

This Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Cheshire Medical Center ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 13, 2021, (Item #30), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.7. Assistance Enrolling in Insurance Programs, Paragraph 3.7.1. by adding Subparagraph 3.7.1.4. as follows:

   3.7.1.4. New Hampshire Medicare programs.

2. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.10. Coordination of Care, by adding Paragraph 3.10.13. as follows:

   3.10.13. The Contractor shall use a referral system, which has been approved by the Department, to connect individuals to health and social service providers, as needed.

3. Modify Exhibit B, Section 3.16. State Opioid Response (SOR) Grant Standards, to read:

   3.16. RESERVED.

4. Modify Exhibit B, Section 6, Staffing, Subsection 6.1., Paragraph 6.1.1. to read:

   6.1.1. A minimum of one (1) New Hampshire Licensed Supervisor.

5. Modify Exhibit B, Section 6, Staffing, Subsection 6.11., to read:

   6.11. The Contractor shall ensure no Licensed Supervisor shall supervise more than 12 staff unless the Department has approved an alternative supervision plan.

6. Modify Exhibit B, Section 11, Additional Terms, Subsection 11.3, Credits and Copyright Ownership, Paragraph 11.3.1. to read:

   11.3.1. If the Contractor publicly references or markets their use of American Society of Addiction Medicine (ASAM) criteria, or utilizes language related to ASAM levels of care in promotion or marketing of their services, the Contractor shall:

      11.3.1.1. Sign and have in effect, Exhibit L, Amendment #1, Sample End User License Agreement with the Department, prior to such referencing or marketing.

      11.3.1.2. Comply with the executed End User Agreement, or shall otherwise not

be permitted to publicly reference or market the use of anything related to ASAM.

7. Modify Exhibit B, by adding Section 12, Maintenance of Fiscal Integrity, as follows:

12. Maintenance of Fiscal Integrity

12.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement (total organization and program-level), and Cash Flow Statement for the Contractor. Program-level Profit and Loss Statement shall include all revenue sources and all related expenditures for that program. The program-level Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Outside of the program-level Profit and Loss Statement and budget to actual analysis, all other statements shall be reflective of the entire Cheshire Medical Center organization and shall be submitted on the same day the reports are submitted to the Board, but no later than the fourth (4th) Wednesday of the month. Additionally, the Contractor will provide interim profit and loss statements for every program area, reported as of the 20th of the month, by the last day of every month. The Contractor will be evaluated on the following:

12.1.1. Days of Cash on Hand:

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

12.1.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock. Any amount of cash from a line of credit should be broken out separately.

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

12.1.2. Current Ratio:

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

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

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

12.1.3. Debt Service Coverage Ratio:

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

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

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

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

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

12.1.4. Net Assets to Total Assets:

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

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

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

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

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

12.1.5. Total Lines of Credit:

12.1.5.1. The Contractor will provide a listing of every line of credit and amount outstanding for each line.

12.1.5.2. The Contractor will report on any new borrowing activities.

12.1.5.3. The Contractor will report on any instances of non-compliance with any loan covenant or agreement.

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

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

12.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months; or

12.2.3. Does not meet the reporting timeframe; then

12.3. The Department may exercise any of the following:

12.3.1. Require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards;

12.3.2. Notwithstanding paragraph 8 of the General Provisions, Form P-37 of this Agreement, require the Contractor to submit a comprehensive corrective action plan within 30 calendar days of notification that 12.2.1. and/or 12.2.2. have not been met;

12.3.2.1. If a corrective action plan is required, the Contractor shall update the corrective action plan at least every 30 calendar days until compliance is achieved.

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

12.3.3. Terminate the contract pursuant to the General Provisions, Form P-37 of this Agreement.

8. Modify Exhibit B-1, Operational Requirements, by replacing it in its entirety with Exhibit B-1, Amendment #1, Operational Requirements, which is attached hereto and incorporated by reference herein.

9. Modify Exhibit C, Payment Terms, by replacing it in its entirety with Exhibit C, Amendment #1, Payment Terms, which is attached hereto and incorporated by reference herein.

10. Modify Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, by replacing it in its entirety with Exhibit I – Amendment #1, Health Insurance Portability and Accountability Act Business Associate Agreement, which is attached hereto and incorporated herein.

11. Add Exhibit L, Amendment #1, Sample ASAM End User License Agreement, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

3/3/2022
Date

DocuSigned by:
Katja S. Fox
ED9D05B04C63442...
Name: Katja S. Fox
Title: Director

The Cheshire Medical Center

2/15/2022
Date

DocuSigned by:
Katherine Willbarger
D52C24DE9F064F4...
Name: Katherine Willbarger
Title: COO

DS
KW
2/15/2022

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

OFFICE OF THE ATTORNEY GENERAL

3/4/2022
Date

DocuSigned by:
Robyn Guarino
748734844941460...

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____

Name:

Title:

Operational Requirements

1. Requirements for Organizational or Program Changes.

1.1. The Contractor shall provide written notification to the Department no later than 30 days prior to changes in:

1.1.1. Ownership;

1.1.2. Physical location; or

1.1.3. Name.

1.2. The Contractor shall submit a copy of the certificate of amendment from the New Hampshire Secretary of State with the effective date of the change to the Department, when there is a change of the ownership, physical location, or name of the organization.

2. Inspections and Enforcement Remedies

2.1. The Contractor shall allow any Department representative at any time to be admitted on the premises to inspect:

2.1.1. The facility;

2.1.2. All programs and services provided through this Agreement; and

2.1.3. Any records required by the Agreement.

2.2. The Contractor shall be issued a notice of deficiencies when the Department determines that the Contractor is not in compliance with contract requirements. The Contractor shall receive written notice from the Department, as applicable which:

2.2.1. Identifies each deficiency;

2.2.2. Identifies the specific proposed remedy(ies).

2.3. The Contractor shall receive notice from the Department for violations of contract requirements, that may include, but is not limited to:

2.3.1. The requirement to submit a Plan of Correction (POC).

2.3.2. The imposition of a directed POC from the Department.

2.3.3. Termination of the Agreement in accordance with the General Provisions, Form P-37.

3. Plans of Corrective Action

3.1. Notwithstanding paragraph 8, Event of Default, and paragraph 9, Termination of the General Provisions, Form P-37, the Contractor shall submit a written Plan of Correction (POC) to the Department within 21 days of receiving a notice of deficiencies, for review and acceptance. The Contractor shall ensure the POC includes, but is not limited to:

3.1.1. Steps to be taken to correct each deficiency.

3.1.2. Measures that will be put in place.

3.1.3. System changes to be made to ensure that the deficiency does not recur.

3.1.4. The date by which each deficiency will be corrected, ensuring the correction occurs no later than 90 days from the date the POC is submitted to the Department.

3.2. The Contractor shall ensure each POC:

3.2.1. Achieves compliance with contract requirements;

3.2.2. Addresses all deficiencies and deficient practices as cited in the notice of deficiencies; and

3.2.3. Mitigates the likelihood of a new violation of contract requirements as a result of implementation of the POC.

3.3. The Department shall notify the Contractor of the reasons for rejection of the POC, if the POC is not accepted. The Contractor shall:

3.3.1. Develop and submit a revised POC within 21 days of the date of the written notification of POC rejections.

3.3.2. Ensure the revised POC complies with POC standards identified above.

3.4. The Contractor shall be subject to a directed POC from the Department that specifies the corrective actions to be taken when:

3.4.1. Deficiencies were identified during an inspection that require immediate corrective action to protect the health and safety of the individuals receiving services or staff providing services.

3.4.2. The original POC is not submitted within 21 days of the date of the written notification of deficiencies;

3.4.3. The revised POC is rejected by the Department; or

3.4.4. The POC is not implemented by the completion date identified in the Department-accepted POC.

3.5. The Contractor shall admit and allow the Department access to the premises and records related to the Department-accepted POC, after the completion date identified in the POC, in order to verify the implementation of the POC, which may include, but is not limited to:

3.5.1. Review of materials submitted by the Contractor;

3.5.2. Follow-up inspection; or

3.5.3. Review of compliance during the next scheduled inspection.

4. **Duties and Responsibilities**

4.1. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to individuals on an ongoing basis.

4.2. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.

4.3. The Contractor shall employ an administrator responsible for the day-to-day operations of services provided in this Agreement. The Contractor shall:

4.3.1. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and

4.3.2. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor, the staff position(s) to be delegated, and the authority and responsibility to act in the administrator's behalf when the administrator is absent.

4.4. The Contractor shall ensure the following documents are posted in a public area:

4.4.1. A copy of the Contractor's policies and procedures relative to the implementation of rights and responsibilities for individuals receiving services, including confidentiality per 42 CFR Part 2; and

4.4.2. The Contractor's plan for fire safety, evacuation, and emergencies, identifying the location of, and access to all fire exits.

4.5. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the Department.

4.6. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the Department, and all court orders.

4.7. The Contractor shall follow the required procedures for the care of the individuals, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007 for residential programs, if the Contractor accepts an individual who is known to have a disease reportable under NH Administrative Rule He-P 301, or an infectious disease.

4.8. The Contractor shall comply with state and federal regulations on confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12.

4.9. The Contractor shall develop policies and procedures regarding the release of information contained in individual service records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.

4.10. The Contractor shall ensure all records relating to services provided through this Agreement are legible, current, accurate, and available to the Department during an inspection or investigation.

4.11. The Contractor shall ensure service site(s) are accessible to individuals with a disability, using Americans with Disabilities Act (ADA) accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq. The Contractor shall ensure service sites include:

4.11.1. A reception area separate from living and treatment areas;

4.11.2. A private space for personal consultation, charting, treatment and social activities, as applicable;

4.11.3. Secure storage of active and closed confidential individual records; and

4.11.4. Separate and secure storage of toxic substances.

4.12. The Contractor shall establish a code of ethics for staff that includes a mechanism for reporting unethical conduct.

4.13. The Contractor shall develop, implement, and maintain specific policies, including:

4.13.1. Rights, grievance, and appeals policies and procedures for individuals receiving services;

4.13.2. Progressive discipline, leading to administrative discharge;

4.13.3. Reporting and appealing staff grievances;

4.13.4. Alcohol and other drug use while in treatment;

4.13.5. Individual and employee smoking that are in compliance with Exhibit B, Section 3.16;

4.13.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;

4.13.7. Holding an individual's possessions;

4.13.8. Secure storage of staff medications;

4.13.9. Medication belonging to individuals receiving services;

4.13.10. Urine specimen collection, as applicable, that:

4.13.10.1. Ensures collection is conducted in a manner that preserves individual privacy as much as possible; and

4.13.10.2. Minimizes falsification;

4.13.11. Safety and emergency procedures on:

4.13.11.1. Medical emergencies;

4.13.11.2. Infection control and universal precautions, including the use of protective clothing and devices;

4.13.11.3. Reporting injuries;

4.13.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures; and

4.13.11.5. Emergency closings.

4.13.12. The Contractor shall develop, implement and maintain procedures for:

4.13.12.1. Protection of individual records that govern use of records, storage, removal, conditions for release of information, and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and

4.13.12.2. Quality assurance and improvement.

5. Collection of Fees.

5.1. The Contractor shall maintain procedures regarding collections from individual fees, co-insurance payments, cost-shares, private or public insurance, and other payers responsible for the individual's finances; and

5.2. The Contractor shall provide the individual, and the individual's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge at the time of screening and admission,

6. Screening and Denial of Services

6.1. The Contractor shall maintain a record of all individual screenings, including:

6.1.1. The individual's name and/or unique identifier;

6.1.2. The individual's referral source;

6.1.3. The date of initial contact from the individual or referring agency;

6.1.4. The date of screening; and

6.1.5. The result of the screening, including the reason for denial of services if applicable;

6.2. The Contractor shall record all referrals to and coordination with the Doorway and interim services or the reason that the referral was not made; for any individual who is placed on a waitlist. The Contractor shall:

6.2.1. Record all contact with the individual between screening and removal from the waitlist; and

6.2.2. Record the date the individual was removed from the waitlist and the reason for removal.

6.3. In the instance an individual requesting services is denied service(s), the Contractor shall:

6.3.1. Inform the individual of the reason for denial of service(s); and

6.3.2. Assist the individual in identifying and accessing appropriate available treatment.

6.4. The Contractor shall not deny services to an individual solely because the individual:

6.4.1. Previously left treatment against the advice of staff;

6.4.2. Relapsed from an earlier treatment;

6.4.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or

6.4.4. Has been diagnosed with a mental health disorder.

6.5. The Contractor shall report on denial of services to individuals at the request of the Department.

7. **Staffing Requirements**

7.1. The Contractor shall develop current job descriptions for all staff, including contracted staff, volunteers, and student interns, which includes:

7.1.1. Job title;

7.1.2. Physical requirements of the position;

7.1.3. Education and experience requirements of the position;

7.1.4. Duties of the position;

7.1.5. Positions supervised; and

7.1.6. Title of immediate supervisor.

7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which includes, but is not limited to:

7.2.1. Requiring a prospective employees to sign a releases to allow the Contractor to conduct a criminal record check;

7.2.2. Requiring the administrator or designee to obtain and review criminal record checks from the New Hampshire Department of Safety for each prospective employee;

7.2.3. Ensuring criminal record check standards are reviewed to ensure the health, safety, or well-being of individuals, beyond which shall be reason for non-selection for employment, including the following:

7.2.3.1. Felony convictions in this or any other state;

7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and

7.2.3.3. Findings by the Department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and

7.2.4. Waiver of 7.2.3 above for good cause shown.

7.3. The Contractor shall ensure all staff, which includes contracted staff, meet the educational, experiential, and physical qualifications of the position as listed in their job description. The Contractor shall ensure staff:

7.3.1. Do not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;

7.3.2. Are licensed, registered or certified as required by state statute and as applicable;

7.3.3. Receive an orientation within the first three (3) days of work or prior to direct contact with individuals, which includes:

7.3.3.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;

7.3.3.2. The Contractor's policies on the rights, responsibilities, and complaint procedures for individuals receiving services;

7.3.3.3. Federal and state confidentiality requirements;

7.3.3.4. Grievance procedures;

7.3.3.5. Job duties, responsibilities, policies, procedures, and guidelines;

7.3.3.6. Topics covered by both the administrative and personnel manuals;

7.3.3.7. The Contractor's infection prevention program;

7.3.3.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of staff in an emergency; and

7.3.3.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and

7.3.4. Sign and date documentation that they have taken part in an orientation as described above;

7.3.5. Complete a mandatory annual in-service education, which includes a review of all elements described above.

7.4. The Contractor shall ensure, prior to having contact with individuals receiving services, that employees and contracted employees:

7.4.1. Submit proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:

7.4.1.1. The name of the examinee;

7.4.1.2. The date of the examination;

7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;

7.4.1.4. Results of a 2-step TB test, Mantoux method or other method approved by the Centers for Disease Control; and

7.4.1.5. The dated signature of the licensed health practitioner.

7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and

7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium TB through shared air space with persons with infectious TB.

7.5. The Contractor shall ensure employees, contracted employees, volunteers and independent Contractors who have direct contact with individuals who have a history of TB or a positive skin test have a symptomatology screen of a TB test.

7.6. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student intern, volunteer, and contracted staff, which includes, but is not limited to:

7.6.1. A completed application for employment or a resume.

7.6.2. Identification data.

7.6.3. The education and work experience of the employee.

7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:

7.6.4.1. Position title;

7.6.4.2. Qualifications and experience; and

7.6.4.3. Duties required by the position.

7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable.

7.6.6. A signed and dated record of orientation as required above.

7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable.

7.6.8. Records of screening for communicable diseases results required above.

7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary.

7.6.10. Documentation of annual in-service education as required above that includes date of completion and signature of staff.

7.6.11. Information as to the general content and length of all continuing education or educational programs attended;

7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the individual's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy;

7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that the individual:

7.6.13.1. Does not have a felony conviction in this or any other state;

7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect, or exploitation or pose a threat to the health, safety or well-being of an individual; and

7.6.13.3. Has not had a finding by the Department or any administrative agency in NH or any other state for assault, fraud, abuse, neglect or exploitation of any person; and

7.6.14. Documentation of the criminal records check and any waivers, as applicable.

7.7. An individual need not re-disclose any of the matters in the criminal background check if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.

8. **Clinical Supervision of Unlicensed Counselors**

8.1. The Contractor shall ensure all unlicensed counselors providing treatment, education and/or recovery support services; and all uncertified CRSWs, are under the direct supervision of a licensed supervisor.

8.2. The Contractor shall ensure no licensed supervisor supervises more than 12 unlicensed staff, unless the Department has approved an alternative supervision plan.

8.3. The Contractor shall ensure unlicensed counselors receive a minimum of one (1) hour of supervision for every 20 hours of direct contact with individuals receiving services;

8.4. The Contractor ensures supervision is provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;

8.5. The Contractor shall ensure supervision includes:

8.5.1. Review of case records;

8.5.2. Observation of interactions with individuals receiving services;

8.5.3. Skill development; and

8.5.4. Review of case management activities;

8.6. The Contractor shall ensure supervisors maintain a log of the supervision date, duration, content and who was supervised by whom; and

8.7. The Contractor shall ensure staff licensed or certified shall receive supervision in accordance with the requirement of their licensure.

9. Orientation for Individuals Receiving Services

9.1. The Contractor shall conduct an orientation for individuals receiving services upon admission to program, either individually or by group, that includes:

9.1.1. Rules, policies, and procedures of the program and facility;

9.1.2. Requirements for successfully completing the program;

9.1.3. The administrative discharge policy and the grounds for administrative discharge;

9.1.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements;

9.1.5. Requiring the individual to sign and date a receipt that the orientation was conducted.

10. Treatment Plans

10.1. The Contractor shall ensure a licensed counselor or an unlicensed counselor, under the supervision of a licensed counselor, develops and maintains a written treatment plan for each individual receiving services in accordance with

SAMHSA TAP 21: Addiction Counseling Competencies, which addresses all ASAM domains. The Contractor shall ensure the treatment plan:

10.1.1. Identifies the individual's clinical needs, treatment goals, and objectives.

10.1.2. Identifies the individual's strengths and resources for achieving goals and objectives above;

10.1.3. Defines the strategy for providing services to meet the individual's needs, goals, and objectives;

10.1.4. Identifies and documents referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;

10.1.5. Provides the criteria for terminating specific interventions;

10.1.6. Includes specification and description of the indicators to be used to assess the individual's progress;

10.1.7. Includes documentation of participation in the treatment planning process or the reason why the individual did not participate; and

10.1.8. Includes signatures of the individual and the counselor agreeing to the treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.

10.1.9. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB.

11. Group education and counseling

11.1. The Contractor shall maintain an outline of each educational and group therapy session provided.

12. Progress notes

12.1. The Contractor shall ensure progress notes are completed for each individual, group, or family treatment or education session.

12.2. The Contractor shall ensure progress notes include, but not limited to:

12.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;

12.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and

12.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session.

13. Discharge

13.1. The Contractor shall discharge an individual from a program for the following reasons:

13.1.1. Program completion or transfer based on changes in the individual's functioning relative to ASAM criteria;

13.1.2. Program termination, including:

13.1.2.1. Administrative discharge;

13.1.2.2. Non-compliance with the program;

13.1.2.3. The individual left the program before completion against advice of treatment staff; and

13.1.3. The individual is inaccessible, due to reasons that may include incarceration or hospitalization.

13.2. The Contractor shall ensure that counselors complete a narrative discharge summary in all cases of individual discharge. The Contractor shall ensure the discharge summary includes, but is not limited to:

13.2.1. The dates of admission and discharge.

13.2.2. The individual's psychosocial substance misuse history and legal history.

13.2.3. A summary of the individual's progress toward treatment goals in all ASAM domains.

13.2.4. The reason for discharge.

13.2.5. The individual's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment.

13.2.6. A summary of the individual's physical and mental health condition at the time of discharge.

13.2.7. A continuing care plan, including all ASAM domains.

13.2.8. A determination as to whether the individual would be eligible for re-admission to treatment, if applicable.

13.2.9. The dated signature of the counselor completing the summary.

13.3. The Contractor shall ensure the discharge summary is completed:

13.3.1. No later than seven (7) days following an individual's discharge from the program; or

13.3.2. For withdrawal management services, by the end of the next business day following an individual's discharge from the program.

13.4. The Contractor shall ensure, when transferring an individual from one level of care to another within the same certified Contractor agency or to another treatment provider, the counselor:

13.4.1. Completes a progress note on the client's treatment and progress towards treatment goals, to be included in the individual's record; and

13.4.2. Updates the individual evaluation and treatment plan.

13.5. The Contractor shall forward copies of the information to a receiving provider when discharging an individual to another treatment provider, upon receiving a signed release of confidential information from the individual. The Contractor shall ensure information includes:

13.5.1. The discharge summary;

13.5.2. Individual demographic information, including the individual's name, date of birth, address, telephone number, and the last four (4) digits of their Social Security number; and

13.5.3. A diagnostic assessment statement and other assessment information, including:

13.5.3.1. TB test results;

13.5.3.2. A record of the individual's treatment history; and

13.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.

13.6. The Contractor shall ensure the counselor meets with the individual at the time of discharge or transfer to establish a continuing care plan. The Contractor shall ensure the continuing care plan:

13.6.1. Includes recommendations for continuing care in all ASAM domains;

13.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and

13.6.3. Assists the individual in making contact with other agencies or services.

13.7. The Contractor shall ensure the counselor documents, in the individual's service record, if and why the meeting described above could not take place.

13.8. The Contractor shall ensure individuals receiving services through this Agreement are only administratively discharged for the following reasons:

13.8.1. The individual's behavior on program premises is abusive, violent, or illegal;

13.8.2. The individual is non-compliant with prescription medications;

13.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the individual's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or

13.8.4. The individual violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

14. **Individual Service Record System**

14.1. The Contractor shall implement a comprehensive system in paper and/or electronic format to maintain service records for each individual receiving services. The Contractor shall ensure service records are:

14.1.1. Organized into related sections with entries in chronological order;

14.1.2. Easy to read and understand;

14.1.3. Complete, containing all the parts;

14.1.4. In compliance with all applicable confidentiality laws, including 42 CFR Part 2 and Exhibit K;

14.1.5. Up-to-date, including notes of most recent contacts; and

14.1.6. Accessible to the Department upon request.

14.2. The Contractor shall ensure service records are organized as follows:

14.2.1. First section, Intake/Initial Information:

14.2.1.1. Identification data, including the individual's:

14.2.1.1.1. Name;

14.2.1.1.2. Date of birth;

14.2.1.1.3. Address;

14.2.1.1.4. Telephone number; and

14.2.1.1.5. The last four (4) digits of the individual's Social Security number;

14.2.1.2. The date of admission;

14.2.1.3. Name, address, and telephone number of the individual's:

14.2.1.3.1. Legal guardian;

14.2.1.3.2. Representative payee;

14.2.1.3.3. Emergency contact;

14.2.1.3.4. The person or entity referring the individual for services, as applicable;

14.2.1.3.5. Primary health care provider;

14.2.1.3.6. Behavioral health care provider, if applicable;

14.2.1.3.7. Public or private health insurance provider(s), or both;

14.2.1.4. The individual's religious preference, if any;

14.2.1.5. The individual's personal health history;

14.2.1.6. The individual's mental health history;

14.2.1.7. Current medications;

14.2.1.8. Records and reports prepared prior to the individual's current admission and determined by the counselor to be relevant; and

14.2.1.9. Signed receipt of notification of individual rights;

14.2.2. Second section, Screening/Assessment/Evaluation:

14.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit B.

14.2.3. Third section, Treatment Planning:

14.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Exhibit B and in this Exhibit B-1; and

14.2.3.2. Signed and dated progress notes and reports from all programs involved.

14.2.4. Fourth section, Discharge Planning:

14.2.4.1. A narrative discharge summary, as required in this Exhibit B-1.

14.2.5. Fifth section, Releases of Information/Miscellaneous:

14.2.5.1. Release of information forms compliant with 42 CFR, Part 2;

14.2.5.2. Any correspondence pertinent to the individual; and

14.2.5.3. Any other pertinent information the Contractor deemed significant.

14.3. If the Contractor utilizes a paper format record system, then the sections identified above shall be tabbed sections.

15. Medication Services

15.1. The Contractor shall ensure no administration of medications, including physician samples, occur except by a licensed medical practitioner working within their scope of practice.

15.2. The Contractor shall ensure all prescription medications brought by an individual to program are in their original containers and legibly display the following information:

15.2.1. The individual's name;

15.2.2. The medication name and strength;

15.2.3. The prescribed dose;

15.2.4. The route of administration;

15.2.5. The frequency of administration; and

15.2.6. The date ordered.

15.3. The Contractor shall ensure any change or discontinuation of prescription medications includes a written order from a licensed practitioner.

15.4. The Contractor shall ensure all prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the individual's person or stored in the individual's room, are stored as follows:

15.4.1. All medications are kept in a storage area that is:

15.4.1.1. Locked and accessible only to authorized personnel;

15.4.1.2. Organized to allow correct identification of each individual's medication(s);

15.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and

15.4.1.4. Equipped to maintain medication at the proper temperature;

15.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, are kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and

15.4.3. Topical liquids, ointments, patches, creams and powder forms of products are stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.

15.5. The Contractor shall ensure medication belonging to staff are only accessible to staff and are stored separately from medications belonging to individuals served.

15.6. The Contractor shall ensure over-the-counter (OTC) medications brought into the program by individuals receiving services are:

15.6.1. In original, unopened containers;

15.6.2. Are stored in accordance with this Exhibit B-1;

15.6.3. Are marked with the name of the individual using the medication; and

15.6.4. Are taken in accordance with the directions on the medication container or as ordered by a licensed practitioner.

15.7. The Contractor shall ensure all medications self-administered by an individual, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the individual without supervision, are supervised by the program staff. The Contractor shall ensure staff:

15.7.1. Remind the individual to take the correct dose of their medication at the correct time;

15.7.2. May open the medication container but do not physically handle the medication itself in any manner; and

15.7.3. Remain with the individual to observe them taking the prescribed dose and type of medication;

15.7.4. Document each medication taken in an individual's medication log, which includes:

15.7.4.1. The medication name, strength, dose, frequency and route of administration;

15.7.4.2. The date and the time the medication was taken;

15.7.4.3. The signature or identifiable initials of the staff supervising the consumption of the medication by the individual receiving services; and

15.7.4.4. The reason for any medication refused or omitted, as applicable.

15.8. The Contractor shall ensure the individual's medication log is included in the individual's record and any remaining medication is taken with the individual upon their discharge.

16. Notice of Rights for Individuals Receiving Services

16.1. The Contractor shall ensure programs inform individuals of their rights in clear, understandable language and form, both verbally and in writing. The Contractor shall ensure:

16.1.1. Applicants for services are informed of their rights to evaluations and access to treatment;

16.1.2. Individuals are advised of their rights upon entry into any program and annually thereafter; and

16.1.3. Initial and annual notifications of individual rights are documented in the individual's record.

16.2. The Contractor shall ensure every program within the service delivery system posts notice of the rights, as follows:

16.2.1. The notice is continually posted in an area accessible by all;

16.2.2. The notice is presented in clear, understandable language and form; and

16.2.3. Each program and residence has, on the premises, complete copies of rules pertaining to individual rights that are available for individual review.

17. Fundamental Rights of Individuals Receiving Services

17.1. The Contractor shall ensure no individual receiving treatment for a substance use disorder is deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.

18. Personal Rights

18.1. The Contractor shall ensure individuals who are applicants for services or receiving services are treated by program staff with dignity and respect at all times.

18.2. The Contractor shall ensure individuals are free from abuse, neglect and exploitation which may include, but is not limited to:

18.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;

18.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the individual or others; and

18.2.3. Freedom from personal or financial exploitation.

18.3. The Contractor shall ensure individuals receiving services retain the right to privacy.

19. Client Confidentiality

19.1. The Contractor shall comply with the confidentiality requirements in 42 CFR part 2.

19.2. The Contractor shall ensure copies of individual service records for the individual, attorney or other authorized person are available at no charge for the first 25 pages and not more than $0.25 per page thereafter, after review of the record.

19.3. The Contractor shall ensure, if a minor age 12 or older is treated for substance use disorders without parental consent as authorized by RSA 318:B12-a:

19.3.1. The minor's signature alone authorizes a disclosure; and

19.3.2. Any disclosure to the minor's parents or guardians requires a signed authorization to release.

20. Grievances of Individuals Receiving Services

20.1. The Contractor shall ensure individuals receiving services have the right to complain about any matter, including any alleged violation of a right afforded by this Exhibit B-1 or by any state or federal law or rule.

20.2. The Contractor shall ensure any person has the right to complain or bring a grievance on behalf of an individual or a group of individuals.

21. Treatment Rights

21.1. The Contractor shall ensure individuals receiving services have the right to adequate and humane treatment, including:

21.1.1. The right of access to treatment including:

21.1.1.1. The right to evaluation to determine an individual's need for services and to determine which programs are most suited to provide the services needed; and

21.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and

21.1.2. The right to quality treatment including:

21.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the individuals and programs providing the treatment and to the conditions for which the individual is being treated;

21.1.3. The right to receive services in such a manner as to promote the individual's full participation in the community;

21.1.4. The right to receive all services or treatment to which an individual is entitled in accordance with the time frame set forth in the individual's treatment plan;

21.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with this Exhibit B-1 which addresses the individual's own goals;

21.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the individual to participate in meaningful activities in the communities in which the individual lives and works;

21.1.7. The right to services and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:

21.1.7.1. Freedom of movement; and

21.1.7.2. Participation in the community, while providing the level of support needed by the individual;

21.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:

21.1.8.1. Whenever possible, the consent shall be given in writing; and

21.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;

21.1.9. The right to refuse to participate in any form of experimental treatment or research;

21.1.10. The right to be fully informed of one's own diagnosis and prognosis;

21.1.11. The right to voluntary placement including the right to:

21.1.11.1. Seek changes in placement, services or treatment at any time; and

21.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;

21.1.12. The right to services which promote independence including services directed toward:

21.1.12.1. Eliminating, or reducing as much as possible, the individual's needs for continued services and treatment; and

21.1.12.2. Promoting the ability of the individuals to function at their highest capacity and as independently as possible;

21.1.13. The right to refuse medication and treatment;

21.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;

21.1.15. The right to consultation and second opinion including:

21.1.15.1. At the individual's own expense, the consultative services of:

21.1.15.1.1. Private physicians;

21.1.15.1.2. Psychologists;

21.1.15.1.3. Licensed drug and alcohol counselors; and

21.1.15.1.4. Other health practitioners; and

21.1.15.2. Granting to such health practitioners reasonable access to the individual, as required by Section 19.1.15, in programs and allowing such practitioners to make

recommendations to programs regarding the services and treatment provided by the programs;

21.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring an individual's participation and informed decision-making:

21.1.16.1. Guardian;

21.1.16.2. Representative;

21.1.16.3. Attorney;

21.1.16.4. Family member;

21.1.16.5. Advocate; or

21.1.16.6. Consultant; and

21.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical, or pharmacological restraint, unless the individual is at risk of self-harm or harm to others.

21.2. The Contractor shall ensure no treatment professional is required to administer treatment contrary to such professional's clinical judgment.

21.3. The Contractor shall ensure programs maximize the decision-making authority of the individual.

21.4. The Contractor shall ensure the following provisions apply to individuals for whom a guardian has been appointed by a court:

21.4.1. The guardian and all individuals involved in the provision of services are made aware of the individual's views, preferences and aspirations;

21.4.2. A guardian only makes decisions that are within the scope of the powers set forth in the guardianship order issued by the court;

21.4.3. The program requests a copy of the guardianship order from the guardian;

21.4.4. The order is kept in the individual's record at the program;

21.4.5. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the individual's choice and preference relative to those issues prevail unless the guardian's authority is expanded by the court to include those issues;

21.4.6. A program takes steps that are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:

21.4.6.1. Reviewing with the guardian the limits on their decision-making authority; and

21.4.6.2. Bringing the matter to the attention of the court that appointed the guardian, if necessary;

21.4.7. The guardian acts in a manner that furthers the best interests of the individual;

21.4.8. In acting in the best interests of the individual, the guardian takes the views, preferences, and aspirations of the individual into consideration;

21.4.9. The program takes steps that are necessary to prevent a guardian from acting in a manner that does not further the best interests of the individual and, if necessary, brings the matter to the attention of the court that appointed the guardian; and

21.4.10. In the event that there is a dispute between the program and the guardian, the program informs the guardian of their right to bring the dispute to the attention of the court that appointed the guardian.

22. Termination of Services

22.1. The Contractor shall terminate an individual from services if the individual:

22.1.1. Endangers or threatens to endanger other individuals or staff, or engages in illegal activity on the property of the program;

22.1.2. Is no longer benefiting from the service(s) provided;

22.1.3. Cannot agree with the Contractor on a mutually acceptable course of treatment;

22.1.4. Refuses to pay for the services received despite having the financial resources to do so; or

22.1.5. Refuses to apply for benefits that could cover the cost of the services received despite the fact that the individual is or may be eligible for benefits.

22.2. The Contractor shall ensure termination does not occur unless the program has given both written and verbal notice to the individual and individual's guardian, if any, that:

22.2.1. Identifies the effective date of termination;

22.2.2. Lists the clinical or management reasons for termination; and

22.2.3. Explains the rights to appeal and the appeal process.

22.3. The Contractor shall document in the service record of an individual who has been terminated that:

22.3.1. The individual has been notified of the termination; and

22.3.2. The termination has been approved by the program administrator.

23. Rights for Individuals Receiving Residential Programs

23.1. The Contractor shall ensure individuals of residential programs retain the following rights:

23.1.1. The right to a safe, sanitary, and humane living environment;

23.1.2. The right to privately communicate with others, including:

23.1.2.1. The right to send and receive unopened and uncensored correspondence;

23.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive a reasonable number of telephone calls, except that residential programs may require an individual to reimburse them for the cost of any calls made by the individual; and

23.1.2.3. The right to receive and to refuse to receive visitors, except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services;

23.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for individuals to engage in such activities;

23.1.4. The right to privacy, including the following:

23.1.4.1. The right to courtesies that include, but are not limited to, knocking on closed doors before entering and ensuring privacy for telephone calls and visits;

23.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and

23.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;

23.1.5. The right to individual choice, including the following:

23.1.5.1. The right to keep and wear their own clothes;

23.1.5.2. The right to space for personal possessions;

23.1.5.3. The right to keep and to read materials of their own choosing;

23.1.5.4. The right to keep and spend their own money; and

23.1.5.5. The right not to perform work for the Contractor and to be compensated for any work performed, except that:

23.1.5.5.1. Individuals may be required to perform personal housekeeping tasks within the individual's own

immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and

23.1.5.5.2. Individuals may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the individual is compensated for work performed; and

23.1.5.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.

23.2. The Contractor shall ensure policies governing individual behavior within a residence are developed, implemented, and available to the Department as requested. The Contractor shall ensure:

23.2.1. Individuals are informed of any house policies upon admission to the residence.

23.2.2. House policies are posted and such policies shall conform with this section.

23.2.3. House policies are periodically reviewed for compliance with this section in connection with quality assurance site visits.

23.2.4. Notwithstanding Section 23.1.4.3 above, development of policies and procedures allowing searches for alcohol and illicit drugs to be conducted:

23.2.4.1. Upon the individual's admission to the program; and

23.2.4.2. If probable cause exists, including such proof as:

23.2.4.2.1. A positive test showing presence of alcohol or illegal drugs; or

23.2.4.2.2. Showing physical signs of intoxication or withdrawal.

24. State and Federal Requirements

24.1. If there is any error, omission, or conflict in the requirements listed below, the applicable federal, state, and local regulations, rules and requirements shall take precedence. The requirements specified below are provided herein to increase the Contractor's compliance.

24.2. The Contractor agrees to the following state and/or federal requirements for specialty treatment for pregnant and parenting women:

24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.2. The program provides or arranges for primary medical care for women who are receiving substance use disorder services, including prenatal care.

24.2.3. The program provides or arranges for childcare with the women are receiving services.

24.2.4. The program provides or arranges for primary pediatric care for the women's children, including immunizations.

24.2.5. The program provides or arranges for gender-specific substance use disorder treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, neglect, and parenting.

24.2.6. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.

24.2.7. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.

24.3. The Contractor shall assist the individual in finding and engaging in a service, which may include, but is not limited to, helping the individual locate an appropriate provider, referring individuals to the needed service provider, setting up appointments for individuals with those providers, and assisting the individual with attending appointments with the service provider(s).

24.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:

24.4.1. Within seven (7) days of reaching 90% of capacity, the program notifies the Department that 90% capacity has been reached.

24.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug use not later than:

24.4.2.1. 14 days after making the request; or

24.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance use disorder treatment program.

24.4.3. The program has established a waitlist that includes a unique patient identifier for each injecting drug user seeking treatment, including individuals receiving interim services while awaiting admission.

24.4.4. The program has a mechanism that enables it to:

24.4.4.1. Maintain contact with individuals awaiting admission;

24.4.4.2. Admit or transfer waiting list individuals at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the individual; and

24.4.4.3. The program takes individuals awaiting treatment off the waiting list only when one of the following conditions exist:

24.4.4.3.1. Individuals cannot be located for admission into treatment or

24.4.4.3.2. Individuals refuse treatment

24.4.5. The program includes activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.

24.4.6. The program has procedures for:

24.4.6.1. Selecting, training, and supervising outreach workers.

24.4.6.2. Contacting, communicating, and following up with individuals at high-risk of substance misuse, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.

24.4.6.3. Promoting awareness among people who inject drugs about the relationship between injection drug use and communicable diseases.

24.4.6.4. Recommending steps that can be taken to ensure communicable diseases do not occur.

24.4.7. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance use disorder services, except in cases when each of the following conditions is met:

24.4.7.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.

24.4.7.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.

24.4.7.3. A physician makes a determination that the following conditions have been met:

24.4.7.3.1. The primary diagnosis of the individual is substance use disorder and the physician certifies that fact.

24.4.7.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.

24.4.7.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.

24.4.7.3.4. The hospital-based substance use disorder program follows national standards of substance use disorder professional practice.

24.4.7.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)

24.4.8. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.

24.4.9. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.

24.4.10. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.

24.4.11. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.

24.4.12. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.

24.4.13. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.

24.4.14. The program uses the SAPT Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:

24.4.14.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program; and

24.4.14.2. Secure payments from individuals for services in accordance with their ability to pay.

24.4.15. The Contractor shall comply with all relevant state and federal laws such as but not limited to:

24.4.15.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale in Exhibit C shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.

24.4.15.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT C – Amendment #1

Payment Terms

1. This Agreement is funded by:
   1.1. 44.84%, Federal funds from the Substance Abuse Prevention and Treatment Block Grant, as awarded October 1, 2020 and October 1, 2021, by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, CFDA 93.959 FAIN TI083464.
   1.2. 23.10% General funds.
   1.3. 32.06% Other funds (Governors Commission).
2. For the purposes of this Agreement:
   2.1. The Department has identified the Contractor as a SUBRECIPIENT, in accordance with 2 CFR 200.331.
   2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
   2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
3. 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 item, as specified in Exhibits C-1, SUD Treatment Services Budget through Exhibit C-6, Integrated MAT Budget.
   3.1. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
   3.2. Ensure approval for Exhibits C-1, SUD Treatment Services Budget through Exhibit C-6, Integrated MAT Budget is received from the Department prior to submitting invoices for payment.
   3.3. Request payment for actual expenditures incurred in the fulfillment of this Agreement, and in accordance with the Department-approved budgets.
4. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days from the contract Effective Date, which shall be retained by the Department. The Contractor shall submit budgets as follows:
   4.1. One (1) budget for each tiered service that specifies expenses for the period from October 1, 2021 through June 30, 2022, as follows:
      4.1.1. Exhibit C-1, SUD Treatment Services Budget
      4.1.2. Exhibit C-2, Integrated MAT Budget

5. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2022, which shall be retained by the Department. The Contractor shall submit budgets as follows:
   5.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2022 through June 30 2023, as follows:
      5.1.1. Exhibit C-3, SUD Treatment Services Budget
      5.1.2. Exhibit C-4, Integrated MAT Budget
6. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2023, which shall be retained by the Department. The Contractor shall submit budgets as follows:
   6.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2023 through September 29, 2023, as follows:
      6.1.1. Exhibit C-5, SUD Treatment Services Budget
      6.1.2. Exhibit C-6, Integrated MAT Budget
7. The Contractor shall bill and seek reimbursement for services provided to individuals as follows:
   7.1. For individuals enrolled through the Department's Medicaid or Medicare Fee for Service program in accordance with the current, publically posted Fee for Service (FFS) schedule.
   7.2. 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.
   7.3. For individuals whose private insurer will not remit payment for the full amount, the Contractor shall bill the individual based on the sliding fee scale below.

Percentage of Individual's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit C-1, to Charge the Individual
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%

350% - 399%	77%

7.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in approved budgets for which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor shall directly bill the Department to access funds in this Agreement.

7.5. Invoices for individuals without health insurance or other coverage for the services they receive, and for operational costs, must include general ledger detail indicating the invoice is only for net expenses.

7.6. Services provided to incarcerated individuals will be reimbursable only with General Funds and Governor Commission Funds for actual costs incurred, and payable upon Department approval.

8. Non-Reimbursement for Services

8.1. The Department shall not reimburse the Contractor for services provided through this contract when an individual has or may have an alternative payer for services described in the Exhibit B, Scope of Work, including, but not limited to:

8.1.1. Services covered by any Medicaid programs for individuals who are eligible for Medicaid.

8.1.2. Services covered by Medicare for individuals who are eligible for Medicare.

8.2. Notwithstanding Section 8.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when an individual needs a service that is not covered by the payers listed in Section 8.1.

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

8.4. Notwithstanding Section 8.1 above, when payment of the deductible or copay, as determined by the WITS fee determination model described in Exhibit B, Scope of Work, Section 3.4, Eligibility and Intake, would constitute a financial hardship for the individual, the Contractor shall seek reimbursement from the State for the deductible based on the sliding fee scale, not to exceed $4,000 per individual, per treatment episode.

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

8.5.1. If the individual owns a vehicle:

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

8.5.2. If the individual does not own a vehicle:

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

9. The Contractor shall submit an invoice and supporting backup documentation to the Department no later than the 15th working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall:
   - 9.1. Ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
   - 9.2. Ensure invoices are net any other revenue received towards the services billed in fulfillment of this Agreement.
   - 9.3. Ensure backup documentation includes, but is not limited to:
     - 9.3.1. General Ledger showing revenue and expenses for the contract.
     - 9.3.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
       - 9.3.2.1. Per 45 CFR Part 75.430(i)(1), charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
       - 9.3.2.2. Attestation and time tracking templates, which are available to the Department upon request.
     - 9.3.3. Receipts for expenses within the applicable state fiscal year.
     - 9.3.4. Cost center reports.
     - 9.3.5. Profit and loss reports.
     - 9.3.6. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.
     - 9.3.7. Information requested by the Department verifying allocation or offset based on third party revenue received.

9.3.8. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.

10. The Contractor shall review and comply with further restrictions included in the Funding Opportunity Announcement (FOA).

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

    Program Manager
    Department of Health and Human Services
    Bureau of Drug & Alcohol Services
    105 Pleasant Street
    Concord, NH 03301

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

13. The Department shall make payment to the Contractor within 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.

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

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

16. 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.

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

18. 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.

19. Audits

19.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if **any** of the following conditions exist:

19.1.1. 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.

19.1.2. 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.

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

19.2. 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.

19.3. 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.

19.4. 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.

19.5. 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.

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 the "Standards for Privacy and Security of Individually Identifiable Health Information," 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Part 1&2 of the "American Recovery and Reinvestment Act of 2009," 42 USC 17934, et sec., applicable to business associates, and also agrees to comply with the "Confidentiality of Substance use Disorder Patient Records," 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as applicable, and as these laws may be amended from time to time.

(1) Definitions.

a. "Business Associate" shall mean the Contractor and its agents that receive, use, transmit, 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.

b. The following terms have the same meaning as defined in HIPAA 45 CFR Parts 160, 162 and 164 and the HITECH Ac as they may be amended from time to time:

"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."

c. 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.

d. "Part 2 record," means any "Record" relating to a "Patient, and "Patient Identifying Information," as defined in 42 CFR Part 2.11 relating to substance use disorder Part 2 records.

e. "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 the Scope of Work of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall protect all 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.

Contractor Initials KW

Date 2/15/2022

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.

c. To the extent Business Associate is permitted under the Agreement and the BAA to disclose PHI to any third party or subcontractor, prior to making any such disclosure, the Business Associate must obtain a business associate agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in its business associate agreement with the third party or subcontractor.

d. The Business Associate shall not disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure the Business Associate agrees to refrain from disclosing the PHI, until such time as a court orders the disclosure. If applicable, in any judicial proceeding, the Business Associate shall resist any efforts to access any Part 2 records.

(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 and Part 2, as applicable.

b. The Business Associate shall immediately notify the Covered Entity at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that a known or suspected privacy or security incident or breach has occurred potentially exposing or compromising PHI. This includes inadvertent or accidental uses, disclosures, incidents or breaches of unsecured PHI.

c. In the event of a breach, the Business Associate shall comply with all applicable terms of this BAA, and the information security requirements addendum of the Agreement.

d. The Business Associate agrees to perform a risk assessment, based on the information available at the time, when it becomes aware of any known or suspected privacy or information security incident or breach as described above and communicate that assessment to the Covered Entity. The risk assessment shall include at a minimum, but not be limited to:

- The nature and extent of the PHI 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; and
- The extent to which the risk to the protected health information has been mitigated.

e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in writing to the Covered Entity as soon as practicable after the conclusion of the investigation.

f. 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.

g. As stated in 2.c. above, Business Associate shall require any subcontractor or 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 of the use and disclosure of PHI contained herein, and comply with the duty to return or destroy the PHI as provided under Section 3 (m). In addition, the Business Associate shall require all third party contractors or business associates of the Business Associate receiving PHI pursuant to the Agreement to agree to the Business Associates' rights of enforcement and indemnification from such third party or contractor for the purpose of use and disclosure of protected health information.

h. Within ten (10) 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 BAA and the Agreement.

i. 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.

j. 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.

k. 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.

l. 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.

m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within ten (10) 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.

n. 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.

- If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI. A current version of the Covered Entity's Notice of Privacy Practices is attached to the end of this BAA. Any changes in the Covered Entities' website: https://www.dhhs.nh.gov/oos/hipaa/publications.htm

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 General Provisions (P-37 of the Agreement, the

DS

Contractor Initials _____

2/15/2022

Date _____

Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the BAA. 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, Laws, and Regulatory References. All terms and regulations used herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this BAA to a Section in HIPAA or 42 CFR Part 2, 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 BAA, from time to time as is necessary for Covered Entity and the Business Associate to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, 42 CFR Part 2, 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 and Business Associate to comply with HIPAA and 42 CFR Part 2.

e. Segregation. If any term or condition of this BAA 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 BAA I are declared severable.

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

DS

Contractor Initials _____

2/15/2022

Date _____

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

Department of Health and Human Services	Cheshire Medical Center
The State	Name of the Contractor
DocuSigned by: Katja S. Fox ED9D05B04C634d2...	DocuSigned by: Katherine Willbarger D52C24DE9F0C4F4...
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Katherine Willbarger
Name of Authorized Representative	Name of Authorized Representative
Director	COO
Title of Authorized Representative	Title of Authorized Representative
3/3/2022	2/15/2022
Date	Date

Contractor Initials DS KW

Date 2/15/2022

New Hampshire of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

Exhibit L – Amendment #1

Sample

ASAM END USER LICENSE AGREEMENT

This End User License Agreement ("EULA") is made this _____ by the undersigned provider ("ELIGIBLE PROVIDER") with the American Society of Addiction Medicine ("LICENSOR") with offices at 11400 Rockville Pike Suite 200, Rockville, MD 20852 and <PUBLIC ENTITY NAME> ("LICENSEE") with offices at <PUBLIC ENTITY OFFICE LOCATION>. Capitalized terms not defined herein shall have the meanings as set forth in the Agreement.

WHEREAS, LICENSOR and LICENSEE entered into the Public Entity Permission Agreement ("Agreement") on [DATE];

WHEREAS, ELIGIBLE PROVIDER desires to be subject to a non-transferrable sub-licensee to use the WORK pursuant to the terms of the Agreement; and

WHEREAS, ELIGIBLE PROVIDER desires to be subject to the Agreement; and

NOW THEREFORE, in order to be legally bound, and for good and valuable consideration, which is hereby acknowledged, ELIGIBLE PROVIDER elects as follows:

1. ELIGIBLE PROVIDER hereby agrees to participate, comply and be bound by the terms of the Agreement. ELIGIBLE PROVIDER represents that it has reviewed the Agreement attached hereto which is made a part of and incorporated herein.

2. ELIGIBLE PROVIDER shall be permitted to describe, characterize, market, or otherwise communicate their compliance with the ASAM Criteria and delivery of specific ASAM Level(s) of Care to the extent the WORK is incorporated into state laws or policies that ELIGIBLE PROVIDER is subject to. Such communications may use plain-text versions of the ASAM trademark and The ASAM Criteria trademark, but shall not use any logo, seal, or graphic incorporating the ASAM or The ASAM Criteria trademark without separate, direct permission from ASAM. ELIGIBLE PROVIDER shall not be permitted to incorporate ASAM Criteria content in their other business operations, including digital technology and commercial training services, unless they have a separate, direct agreement with ASAM to license the ASAM Criteria.

3. ELIGIBLE PROVIDER agrees that LICENSOR retains the right to review and approve the ELIGIBLE PROVIDER's public communications described in paragraph 2 upon request, such approval not to be unreasonably withheld, and ELIGIBLE PROVIDER agrees to make such public communications only in the form approved by LICENSOR. ELIGIBLE PROVIDER agrees to provide to LICENSOR the means to access any public communications described in paragraph 2 for the limited purpose of ensuring

compliance with this Agreement. LICENSOR agrees to notify ELIGIBLE PROVIDER of any objections to its public communications within thirty (30) business days of LICENSOR's review. If LICENSOR does not approve the public communications subject to paragraph 2, ELIGIBLE PROVIDER may redesign and/or modify them and submit to further review by LICENSOR. In the event that LICENSOR has not approved the public communications within 180 days following the initial review, the LICENSOR may terminate this EULA.

4. LICENSOR shall have the right to immediately terminate this EULA only by providing written notice of such termination to ELIGIBLE PROVIDER in the event that ELIGIBLE PROVIDER fails to abide by any of the terms and conditions of this Agreement, in the event that ELIGIBLE PROVIDER's license, contract, or other arrangement with LICENSEE terminates or expires for any reason, or in the event that ELIGIBLE PROVIDER's continued use of the WORK or operation of the OPERATIONS is reasonably determined by LICENSOR to be materially detrimental to the interests of ASAM and its members. In the event of a termination of this Agreement for any reason, all rights with respect to the WORK shall automatically revert to LICENSOR. Termination of this EULA shall be without prejudice to any rights of either party at law or equity.

5. In the event of a conflict between the terms of any other agreements between LICENSEE agreement and ELIGIBLE PROVIDER and the Agreement, the terms of the Agreement shall control as to ELIGIBLE PROVIDER's, LICENSOR's, and LICENSEE's obligations under the Agreement.

The ELIGIBLE PROVIDER hereby accepts the terms contained herein by signing below.

ELIGIBLE PROVIDER

By: _____

Print Name: _____

Title: _____

Address: _____

Email address: _____

Telephone number: _____

National Provider Identifier: _____

Date: _____

DocuSign Envelope ID: 35E64ED9-E359-47FF-A4E9-2BF10561F892

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 THE CHESHIRE MEDICAL CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 31, 1980. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **62567**

Certificate Number: **0005423717**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of August A.D. 2021.

William M. Gardner
Secretary of State

DocuSign Envelope ID: 35E64ED9-E359-47FF-A4E9-2BF10561F892

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Officer of _____Cheshire Medical Center_____.
(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 ___June 10, 2021____, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That _Don Caruso, MD, Kathryn Willbarger or Dan Gross_____ (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of __Cheshire Medical Center_____ 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: 3/2/2022

Signature of Elected Officer
Name: Susan Abert
Title: Chair, Cheshire Medical Center,
Board of Trustees

DocuSign Envelope ID: 35E64ED9-E359-47FF-A4E9-2BF10561F892

RESOLUTION

That Don Caruso, Chief Executive Officer/President; Kathryn Willbarger, Chief Operating Officer; Daniel Gross, Chief Financial Officer and their successors in office are hereby jointly and severally authorized and empowered on behalf of Cheshire Medical Center to exercise options and/or rights, warrants, and other securities, and to sell, assign, and transfer all or any stock rights, warrants, bonds, and/or securities hereafter standing or registered in the name of Cheshire Medical Center or Cheshire Health Foundation; to execute the instruments proper or necessary to effect any such purchase and/or transfers and to sell and convey real estate, and to enter into contractual arrangements for any and all Cheshire Medical Center's or Cheshire Health Foundation's regular and program affairs with other institutions and private parties.

That It Be Further Resolved that any and all Resolutions heretofore adopted inconsistent with the above Resolution be and they are hereby rescinded.

Signature

Don Caruso

Kathryn Willbarger

Kathryn Willbarger

Daniel Gross

I hereby certify that the above is a true copy of a Resolution unanimously adopted at a meeting of the Board of Trustees of Cheshire Medical Center held on June 10, 2021.

Robert A Mitchell

Robert Mitchell
Secretary

DocuSign Envelope ID: 35E64ED9-E359-47FF-A4E9-2BF10561F892

CERTIFICATE OF INSURANCE

DATE: January 6, 2022

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

INSURED
Cheshire Medical Center
590 Court Street
Keene, NH 02241

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

COVERAGES

The Policy listed below has been issued to the Named Insured above for the Policy Period notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued. The insurance afforded by the policy is subject to all the terms, exclusions and conditions of the policy. Limits shown may have been reduced by paid claims.

TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
GENERAL LIABILITY		0002021-A	7/1/2021	7/1/2022	EACH OCCURRENCE	$1,000,000
					DAMAGE TO RENTED PREMISES	$1,000,000
X	CLAIMS MADE				MEDICAL EXPENSES	N/A
					PERSONAL & ADV INJURY	$1,000,000
	OCCURRENCE				GENERAL AGGREGATE	$3,000,000
OTHER					PRODUCTS-COMP/OP AGG	$1,000,000
PROFESSIONAL LIABILITY					EACH CLAIM	$1,000,000
X	CLAIMS MADE				ANNUAL AGGREGATE	$3,000,000
	OCCURENCE					
OTHER						

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES/ SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO RETENTIONS)
Certificate is issued as evidence of insurance for Doorway at Cheshire Medical Center.

CERTIFICATE HOLDER

State of NH Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

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

AUTHORIZED REPRESENTATIVES



DocuSign Envelope ID: 35E64ED9-E359-47FF-A4E9-2BF10561F892

DARTHIT-01 ASTOBERT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/30/2021

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 License # 1780862 HUB International New England 275 US Route 1 Cumberland Foreside, ME 04110	CONTACT NAME: Angela Columbus PHONE (A/C, No, Ext): (774) 233-6204 FAX (A/C, No): E-MAIL ADDRESS: Angela.Columbus@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Safety National Casualty Corporation	15105
INSURED Dartmouth-Hitchcock Health 1 Medical Center Dr. Lebanon, NH 03756	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ 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 $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A		AGC4065185	7/1/2021	7/1/2022	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Evidence of Workers Compensation coverage for

Cheshire Medical Center
Dartmouth-Hitchcock Health
Mary Hitchcock Memorial Hospital
Alice Peck Day Memorial Hospital
New London Hospital Association
Mt. Ascutney Hospital and Health Center

CERTIFICATE HOLDER

NH DHHS
129 Pleasant Street
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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3- Year Strategic Plan : Our Mission, Vision, and Values

MISSION:
To lead our community to optimal health and wellness through our clinical and service excellence, collaboration, and compassion for every patient, every time.

VISION:
To continually improve the health outcomes of the people we care for through our role in providing high-value health care; remaining a sustainable resource for our region.

OUR VALUES:
Excellence – delivering care at the highest possible standard to every patient, every day
Compassion – Taking the humanity of others into account during every interaction
Collaboration – Working closely with colleagues and partners to achieve operational improvements and implement effective solutions
Inclusiveness – Celebrating and respecting the identity, perspective, and background of every patient and staff member
Responsibility – Acting as good stewards of resources and working to control costs
Vigilance – Keeping the safety of patients and colleagues first and foremost
Transparency – Being clear and honest with patients and colleagues

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Dartmouth-Hitchcock Health and Subsidiaries

Consolidated Financial Statements
June 30, 2020 and 2019

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Dartmouth-Hitchcock Health and Subsidiaries
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June 30, 2020 and 2019

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Report of Independent Auditors

To the Board of Trustees of
Dartmouth-Hitchcock Health and subsidiaries

We have audited the accompanying consolidated financial statements of Dartmouth-Hitchcock Health and its subsidiaries (the "Health System"), which comprise the consolidated balance sheets as of June 30, 2020 and 2019, and the related consolidated statements of operations and changes in net assets and of cash flows for the years then ended.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on the consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the Health System's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Health System's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Dartmouth-Hitchcock Health and its subsidiaries as of June 30, 2020 and 2019, and the results of their operations, changes in net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

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Emphasis of Matter

As discussed in Note 2 to the consolidated financial statements, the Health System changed the manner in which it accounts for leases and the presentation of net periodic pension costs in 2020. Our opinion is not modified with respect to these matters.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements taken as a whole. The consolidating information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The consolidating information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves and other additional procedures, in accordance with auditing standards generally accepted in the United States of America. In our opinion, the consolidating information is fairly stated, in all material respects, in relation to the consolidated financial statements taken as a whole. The consolidating information is presented for purposes of additional analysis of the consolidated financial statements rather than to present the financial position, results of operations, changes in net assets and cash flows of the individual companies and is not a required part of the consolidated financial statements. Accordingly, we do not express an opinion on the financial position, results of operations, changes in net assets and cash flows of the individual companies.

PricewaterhouseCoopers LLP

Boston, Massachusetts
November 17, 2020

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Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Balance Sheets
June 30, 2020 and 2019

(in thousands of dollars)	2020	2019
Assets		
Current assets		
Cash and cash equivalents	$ 453,223	$ 143,587
Patient accounts receivable (Note 4)	183,819	221,125
Prepaid expenses and other current assets	161,906	95,495
Total current assets	798,948	460,207
Assets limited as to use (Notes 5 and 7)	1,134,526	876,249
Other investments for restricted activities (Notes 5 and 7)	140,580	134,119
Property, plant, and equipment, net (Note 6)	643,586	621,256
Right of use assets, net (Note 16)	57,585	-
Other assets	137,338	124,471
Total assets	$ 2,912,563	$ 2,216,302
Liabilities and Net Assets		
Current liabilities		
Current portion of long-term debt (Note 10)	$ 9,467	$ 10,914
Current portion of right of use obligations (Note 16)	11,775	-
Current portion of liability for pension and other postretirement plan benefits (Note 11 and 14)	3,468	3,468
Accounts payable and accrued expenses	129,016	113,817
Accrued compensation and related benefits	142,991	128,408
Estimated third-party settlements (Note 4 and 17)	302,525	41,570
Total current liabilities	599,242	298,177
Long-term debt, excluding current portion (Note 10)	1,138,530	752,180
Long-term right of use obligations, excluding current portion (Note 16)	46,456	-
Insurance deposits and related liabilities (Note 12)	77,146	58,407
Liability for pension and other postretirement plan benefits, excluding current portion (Note 11 and 14)	324,257	281,009
Other liabilities	143,678	124,136
Total liabilities	2,329,309	1,513,909
Commitments and contingencies (Notes 4, 6, 7, 10, 13, 16 and 17)		
Net assets		
Net assets without donor restrictions (Note 9)	431,026	559,933
Net assets with donor restrictions (Notes 8 and 9)	152,228	142,460
Total net assets	583,254	702,393
Total liabilities and net assets	$ 2,912,563	$ 2,216,302

The accompanying notes are an integral part of these consolidated financial statements.

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Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Statements of Operations and Changes in Net Assets
Years Ended June 30, 2020 and 2019

(in thousands of dollars)	2020	2019
Operating revenue and other support		
Patient service revenue (Note 4)	$ 1,880,025	$ 1,999,323
Contracted revenue	74,028	75,017
Other operating revenue (Note 5)	374,622	210,698
Net assets released from restrictions	16,260	14,105
Total operating revenue and other support	2,344,935	2,299,143
Operating expenses		
Salaries	1,144,823	1,062,551
Employee benefits	272,872	262,812
Medications and medical supplies	455,381	407,875
Purchased services and other	360,496	323,435
Medicaid enhancement tax (Note 4)	76,010	70,061
Depreciation and amortization	92,164	88,414
Interest (Note 10)	27,322	25,514
Total operating expenses	2,429,068	2,240,662
Operating (loss) income	(84,133)	58,481
Non-operating gains (losses)		
Investment income, net (Note 5)	27,047	40,052
Other components of net periodic pension and post retirement benefit income (Note 11)	10,810	11,221
Other losses, net (Note 10)	(2,707)	(3,562)
Loss on early extinguishment of debt	-	(87)
Total non-operating gains, net	35,150	47,624
(Deficiency) excess of revenue over expenses	$ (48,983)	$ 106,105

Consolidated Statements of Operations and Changes in Net Assets – Continues on Next Page

The accompanying notes are an integral part of these consolidated financial statements.

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Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Statements of Operations and Changes in Net Assets - Continued
Years Ended June 30, 2020 and 2019

(in thousands of dollars)	2020	2019
Net assets without donor restrictions		
(Deficiency) excess of revenue over expenses	$ (48,983)	$ 106,105
Net assets released from restrictions for capital	1,414	1,769
Change in funded status of pension and other postretirement benefits (Note 11)	(79,022)	(72,043)
Other changes in net assets	(2,316)	-
(Decrease) increase in net assets without donor restrictions	(128,907)	35,831
Net assets with donor restrictions		
Gifts, bequests, sponsored activities	26,312	17,436
Investment income, net	1,130	2,682
Net assets released from restrictions	(17,674)	(15,874)
Contribution of assets with donor restrictions from acquisition	-	383
Increase in net assets with donor restrictions	9,768	4,627
Change in net assets	(119,139)	40,458
Net assets		
Beginning of year	702,393	661,935
End of year	$ 583,254	$ 702,393

The accompanying notes are an integral part of these consolidated financial statements.

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Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Statements of Cash Flows
Years Ended June 30, 2020 and 2019

(in thousands of dollars)	2020	2019
Cash flows from operating activities		
Change in net assets	$ (119,139)	$ 40,458
Adjustments to reconcile change in net assets to net cash provided by operating and non-operating activities		
Depreciation and amortization	93,857	88,770
Amortization of right of use asset	8,218	-
Payments on right of use lease obligations - operating	(7,941)	-
Change in funded status of pension and other postretirement benefits	79,022	72,043
Gain on disposal of fixed assets	(39)	(1,101)
Net realized gains and change in net unrealized gains on investments	(14,060)	(31,397)
Restricted contributions and investment earnings	(3,605)	(2,292)
Proceeds from sales of securities	-	1,167
Changes in assets and liabilities		
Patient accounts receivable	37,306	(1,803)
Prepaid expenses and other current assets	(78,907)	2,149
Other assets, net	(13,385)	(9,052)
Accounts payable and accrued expenses	9,772	17,898
Accrued compensation and related benefits	14,583	2,335
Estimated third-party settlements	260,955	429
Insurance deposits and related liabilities	18,739	2,378
Liability for pension and other postretirement benefits	(35,774)	(33,104)
Other liabilities	19,542	12,267
Net cash provided by operating and non-operating activities	269,144	161,145
Cash flows from investing activities		
Purchase of property, plant, and equipment	(128,019)	(82,279)
Proceeds from sale of property, plant, and equipment	2,987	2,188
Purchases of investments	(321,152)	(361,407)
Proceeds from maturities and sales of investments	82,986	219,996
Cash received through acquisition	-	4,863
Net cash used in investing activities	(363,198)	(216,639)
Cash flows from financing activities		
Proceeds from line of credit	35,000	30,000
Payments on line of credit	(35,000)	(30,000)
Repayment of long-term debt	(10,665)	(29,490)
Proceeds from issuance of debt	415,336	26,338
Repayment of finance lease	(2,429)	-
Payment of debt issuance costs	(2,157)	(228)
Restricted contributions and investment earnings	3,605	2,292
Net cash provided by (used in) financing activities	403,690	(1,088)
Increase (decrease) in cash and cash equivalents	309,636	(56,582)
Cash and cash equivalents		
Beginning of year	143,587	200,169
End of year	$ 453,223	$ 143,587
Supplemental cash flow information		
Interest paid	$ 22,562	$ 23,977
Net assets acquired as part of acquisition, net of cash aquired	-	(4,863)
Construction in progress included in accounts payable and accrued expenses	17,177	1,546
Donated securities	-	1,167

The accompanying notes are an integral part of these consolidated financial statements.

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1. Organization and Community Benefit Commitments

Dartmouth-Hitchcock Health (D-HH) serves as the sole corporate member of the following entities: Dartmouth-Hitchcock Clinic and Subsidiaries (DHC), Mary Hitchcock Memorial Hospital and Subsidiaries (MHMH), (DHC and MHMH together are referred to as D-H), The New London Hospital Association and Subsidiaries (NLH), Windsor Hospital Corporation (d/b/a Mt. Ascutney Hospital and Health Center) and Subsidiaries (MAHHC), Cheshire Medical Center and Subsidiaries (Cheshire), Alice Peck Day Memorial Hospital and Subsidiary (APD), and the Visiting Nurse and Hospice for Vermont and New Hampshire and Subsidiaries (VNH). The "Health System" consists of D-HH, its members and their subsidiaries.

The Health System currently operates one tertiary, one community and three acute care (critical access) hospitals in New Hampshire (NH) and Vermont (VT). One facility provides inpatient and outpatient rehabilitation medicine and long-term care. The Health System also operates multiple physician practices, a nursing home, a continuing care retirement community, and a home health and hospice service. The Health System operates a graduate level program for health professions and is the principal teaching affiliate of the Geisel School of Medicine (Geisel), a component of Dartmouth College.

D-HH, Dartmouth-Hitchcock Clinic, Mary Hitchcock Memorial Hospital, The New London Hospital Association, Cheshire Medical Center, and Alice Peck Day Memorial Hospital are NH not-for-profit corporations exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code (IRC). Windsor Hospital Corporation and the Visiting Nurse and Hospice for VT and NH are VT not-for-profit corporations exempt from federal income taxes under Section 501(c)(3) of the IRC.

On September 30, 2019, D-HH and GraniteOne Health ("GOH") entered into an agreement ("The Combination Agreement") to combine their respective healthcare systems. The GOH system is comprised of Catholic Medical Center ("CMC"), an acute care community hospital in Manchester, New Hampshire, Huggins Hospital ("HH") located in Wolfeboro, NH and Monadnock Community Hospital, ("MCH") located in Petersborough, NH. Both HH and MCH are designated as Critical Access Hospitals. The three member hospitals of GOH have a combined licensed bed count of 380 beds. GOH is a non-profit, community based health care system. The overarching rationale for the proposed combination is to improve access to high quality primary and specialty care in the most convenient, cost-effective sites of service for patients and the communities served by D-HH and GOH. Other stated benefits of the combination include reinforcing the rural health network, investing in needed capacity to accommodate unmet and anticipated demand, and drawing on our combined strengths to attract the necessary health care workforce. The parties have submitted regulatory filings with the Federal Trade Commission and the New Hampshire Attorney General's office seeking approval of the proposed transaction.

Community Benefits

The mission of the Health System is to advance health through clinical practice and community partnerships, research and education, providing each person the best care, in the right place, at the right time, every time.

Consistent with this mission, the Health System provides high quality, cost effective, comprehensive, and integrated healthcare to individuals, families, and the communities it serves regardless of a patient's ability to pay. The Health System actively supports community-based healthcare and promotes the coordination of services among healthcare providers and social services organizations. In addition, the Health System also seeks to work collaboratively with other

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area healthcare providers to improve the health status of the region. As a component of an integrated academic medical center, the Health System provides significant support for academic and research programs.

Certain member hospitals of the Health System file annual Community Benefits Reports with the State of NH which outline the community and charitable benefits each provides. VT hospitals are not required by law to file a state community benefit report. The categories used in the Community Benefit Reports to summarize these benefits are as follows:

- *Community Health Services* include activities carried out to improve community health and could include community health education (such as classes, programs, support groups, and materials that promote wellness and prevent illness), community-based clinical services (such as free clinics and health screenings), and healthcare support services (enrollment assistance in public programs, assistance in obtaining free or reduced costs medications, telephone information services, or transportation programs to enhance access to care, etc.).

- *Health Professions Education* includes uncompensated costs of training medical students, Residents, nurses, and other health care professionals

- *Subsidized health services* are services provided by the Health System, resulting in financial losses that meet the needs of the community and would not otherwise be available unless the responsibility was assumed by the government.

- *Research support and other grants* represent costs in excess of awards for numerous health research and service initiatives awarded to the organizations within the Health System.

- *Financial Contributions* include financial contributions of cash, as well as in-kind contributions such as time, supplies, and expertise to local organizations to address community health needs.

- *Community-Building Activities* include expenses incurred to support the development of programs and partnerships intended to address public health challenges as well as social and economic determinants of health. Examples include physical improvements and housing, economic development, support system enhancements, environmental improvements, leadership development and training for community members, community health improvement advocacy, and workforce enhancement.

- *Community Benefit Operations* includes costs associated with staff dedicated to administering benefit programs, community health needs assessment costs, and other costs associated with community benefit planning and operations.

- *Charity Care and Costs of Government Sponsored Health Care* includes losses, at-cost, incurred by providing health care services to persons qualifying for hospital financial assistance programs, and uncompensated costs of providing health care services to patients who are Medicaid Beneficiaries.

- *The uncompensated cost of care for Medicaid* patients reported in the unaudited Community Benefits Reports for 2019 was approximately $143,013,000. The 2020 Community Benefits Reports are expected to be filed in February 2021.

The following table summarizes the value of the community benefit initiatives outlined in the Health System's most recently filed Community Benefit Reports for the year ended June 30, 2019:

(in thousands of dollars)

Government-sponsored healthcare services	$	291,013
Health professional education		40,621
Charity care		15,281
Subsidized health services		15,165
Community health services		6,895
Research		5,238
Community building activities		3,777
Financial contributions		1,597
Community benefit operations		1,219
Total community benefit value	$	380,806

In fiscal years 2020 and 2019, funds received to offset or subsidize charity care costs provided were $1,224,000 and $487,000, respectively.

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2. Summary of Significant Accounting Policies

Basis of Presentation

The consolidated financial statements are prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America, and have been prepared consistent with the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 954, *Healthcare Entities*, which addresses the accounting for healthcare entities. The net assets, revenue, expenses, and gains and losses of healthcare entities are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets without donor restrictions are amounts not subject to donor-imposed stipulations and are available for operations. Net assets with donor restrictions are those whose use has been limited by donors to a specific time period or purpose, or whose use has been restricted by donors to be maintained in perpetuity. All significant intercompany transactions have been eliminated upon consolidation.

Use of Estimates

The preparation of the consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting periods. The most significant areas that are affected by the use of estimates include implicit and explicit pricing concessions, valuation of certain investments, estimated third-party settlements, insurance reserves, and pension obligations. Actual results may differ from those estimates.

(Deficiency) Excess of Revenue over Expenses

The consolidated statements of operations and changes in net assets include the (deficiency) excess of revenue over expenses. Operating revenues consist of those items attributable to the care of patients, including contributions and investment income on investments of net assets without donor restrictions, which are utilized to provide charity and other operational support. Peripheral activities, including contribution of net assets without donor restrictions from acquisitions, loss on early extinguishment of debt, realized gains/losses on sales of investment securities and changes in unrealized gains/losses on investments are reported as non-operating gains (losses).

Changes in net assets without donor restrictions which are excluded from the (deficiency) excess of revenue over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which by donor restriction were to be used for the purpose of acquiring such assets, and change in funded status of pension and other postretirement benefit plans.

Charity Care

The Health System provides care to patients who meet certain criteria under their financial assistance policies without charge or at amounts less than their established rates. Because the Health System does not anticipate collection of amounts determined to qualify as charity care, they are not reported as revenue.

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The Health System grants credit without collateral to patients. Most are local residents and are insured under third-party arrangements. The amount of charges for implicit price concessions is based upon management's assessment of historical and expected net collections, business and economic conditions, trends in federal and state governmental healthcare coverage, and other collection indicators (Notes 1 and 4).

Patient Service Revenue
The Health System applies the accounting provisions of ASC 606, *Revenue from Contracts with Customers* (ASC 606). Patient service revenue is reported at the amount of consideration to which the Health System expects to be entitled from patients, third party payors, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors and implicit pricing concessions. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as estimates change or final settlements are determined (Note 4).

Contracted Revenue
The Health System has various Professional Service Agreements (PSAs), pursuant to which certain organizations purchase services of personnel employed by the Health System and also lease space and equipment. Revenue pursuant to these PSAs and certain facility and equipment leases and other professional service contracts have been classified as contracted revenue in the accompanying consolidated statements of operations and changes in net assets.

Other Revenue
The Health System recognizes other revenue which is not related to patient medical care but is central to the day-to-day operations of the Health System. Other revenue primarily consists of revenue from retail pharmacy, which the Health System records as customer revenues in the amounts that reflect the consideration to which it expects to be entitled in exchange for the prescription. Other revenue also includes the Department of Health and Human Services ("HHS") Coronavirus Aid, Relief, and Economic Securities Act ("CARES Act" Provider Relief Funds ("Provider Relief Funds") operating agreements, grant revenue, cafeteria sales and other support service revenue.

Cash Equivalents
Cash and cash equivalents include amounts on deposit with financial institutions; short-term investments with maturities of three months or less at the time of purchase and other highly liquid investments, primarily cash management funds. Short-term highly liquid investments held within the endowment and similar investment pools are classified as investments rather than cash equivalents and restricted cash is defined as that which is legally restricted to withdrawal and usage.

Investments and Investment Income
Investments in equity securities with readily determinable fair values, mutual funds, governmental securities, debt securities, and pooled/commingled funds are reported at fair value with changes in fair value included in the (deficiency) excess of revenues over expenses. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (Note 7).

Investments in pooled/commingled investment funds, private equity funds and hedge funds that represent investments where the Health System owns shares or units of funds rather than the underlying securities in that fund are valued using the equity method of accounting with changes in value recorded in the (deficiency) excess of revenues over expenses. All investments, whether

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held at fair value or under the equity method of accounting, are reported at what the Health System believes to be the amount they would expect to receive if it liquidated its investments at the balance sheet dates on a non-distressed basis.

Certain members of the Health System are partners in a NH general partnership established for the purpose of operating a master investment program of pooled investment accounts. Substantially all of the Health System's board-designated and assets with donor restrictions, such as endowment funds, were invested in these pooled funds by purchasing units based on the market value of the pooled funds at the end of the month prior to receipt of any new additions to the funds. Interest, dividends, and realized and unrealized gains and losses earned on pooled funds are allocated monthly based on the weighted average units outstanding at the prior month-end.

Investment income or losses (including change in unrealized and realized gains and losses on investments, change in value of equity method investments, interest, and dividends) are included in the (deficiency) excess of revenue over expenses and classified as non-operating gains and losses, unless the income or loss is restricted by donor or law (Note 9).

Fair Value Measurement of Financial Instruments
The Health System estimates fair value based on a valuation framework that uses a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of fair value hierarchy, as defined by ASC 820, *Fair Value Measurements and Disclosures*, are described below:

Level 1 — Unadjusted quoted prices in active markets that are accessible at the measurement date for assets or liabilities.

Level 2 — Prices other than quoted prices in active markets that are either directly or indirectly observable as of the date of measurement.

Level 3 — Prices or valuation techniques that are both significant to the fair value measurement and unobservable.

The Health System applies the accounting provisions of Accounting Standards Update (ASU) 2009-12, *Investments in Certain Entities That Calculate Net Asset Value per Share (or its Equivalent)* (ASU 2009-12). ASU 2009-12 allows for the estimation of fair value of investments for which the investment does not have a readily determinable fair value, to use net asset value (NAV) per share or its equivalent as a practical expedient, subject to the Health System's ability to redeem its investment.

The carrying amounts of patient accounts receivable, prepaid and other current assets, accounts payable and accrued expenses approximate fair value due to the short maturity of these instruments.

Property, Plant, and Equipment
Property, plant, and equipment, and other real estate are stated at cost at the time of purchase or fair value at the time of donation, less accumulated depreciation. The Health System's policy is to capitalize expenditures for major improvements and to charge expense for maintenance and repair expenditures which do not extend the lives of the related assets. The provision for depreciation has been determined using the straight-line method at rates which are intended to amortize the cost of assets over their estimated useful lives which range from 10 to 40 years for buildings and improvements, 2 to 20 years for equipment, and the shorter of the lease term, or 5 to 12 years, for

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leasehold improvements. Certain software development costs are amortized using the straight-line method over a period of up to 10 years. Net interest cost incurred on borrowed funds during the period of construction of capital assets is capitalized as a component of the cost of acquiring those assets.

The fair value of a liability for legal obligations associated with asset retirements is recognized in the period in which it is incurred, if a reasonable estimate of the fair value of the obligation can be made. When a liability is initially recorded, the cost of the asset retirement obligation is capitalized by increasing the carrying amount of the related long-lived asset. Over time, the liability is accreted to its present value each period and the capitalized cost associated with the retirement is depreciated over the useful life of the related asset. Upon settlement of the obligation, any difference between the actual cost to settle the asset retirement obligation and the liability recorded is recognized as a gain or loss in the consolidated statements of operations and changes in net assets.

Gifts of capital assets such as land, buildings, or equipment are reported as support, and excluded from the (deficiency) excess of revenue over expenses, unless explicit donor stipulations specify how the donated assets must be used. Gifts of capital assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire capital assets are reported as restricted support. Absent explicit donor stipulations about how long those capital assets must be maintained, expirations of donor restrictions are reported when the donated or acquired capital assets are placed in service.

Bond Issuance Costs
Bond issuance costs, classified on the consolidated balance sheets within long-term debt, are amortized over the term of the related bonds. Amortization is recorded within interest expense in the consolidated statements of operations and changes in net assets using the straight-line method which approximates the effective interest method.

Intangible Assets and Goodwill
The Health System records within other assets on the consolidated balance sheets goodwill and intangible assets such as trade names and leases-in-place. The Health System considers trade names and goodwill to be indefinite-lived assets, assesses them at least annually for impairment or more frequently if certain events or circumstances warrant and recognizes impairment charges for amounts by which the carrying values exceed their fair values. The Health System has recorded $10,007,000 and $10,524,000 as intangible assets associated with its affiliations as of June 30, 2020 and 2019, respectively.

Gifts
Gifts without donor restrictions are recorded net of related expenses as non-operating gains. Conditional promises to give and indications of intentions to give to the Health System are reported at fair value at the date the gift is received. Gifts are reported with donor restrictions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified as net assets without donor restrictions and reported in the consolidated statements of operations and changes in net assets as net assets released from restrictions.

Recently Issued Accounting Pronouncements

In January 2016, the FASB issued ASU 2016-01- *Recognition and Measurement of Financial Assets and Financial Liabilities*, which addresses certain aspects of recognition, measurement, presentation and disclosure of financial instruments. This guidance allows an entity to choose, investment-by-investment, to report an equity investment that neither has a readily determinable fair value, nor qualifies for the practical expedient for fair value estimation using NAV, at its cost minus impairment (if any), plus or minus changes resulting from observable price changes in orderly transactions for the identical or similar investment of the same issue. Impairment of such investments must be assessed qualitatively at each reporting period. Entities must disclose their financial assets and liabilities by measurement category and form of asset either on the face of the balance sheet or in the accompanying notes. The ASU is effective for annual reporting periods beginning after December 15, 2018 or fiscal year 2020 for the Health System. The provision to eliminate the requirement to disclose the fair value of financial instruments measured at cost (such as the fair value of debt) was early adopted during the year ended June 30, 2017. The standard has been adopted during the current fiscal year and no material impact was noted.

In February 2016, the FASB issued *ASU 2016-02 – Leases (Topic 842)*. Under the new guidance, lessees are required to recognize the following for all leases (with the exception of leases with a term of twelve months or less) at the commencement date: (a) a lease liability, which is a lessee's obligation to make lease payments arising from a lease, measured on a discounted basis; and (b) a right-of-use asset, which is an asset that represents the lessee's right to use, or control the use of, a specified asset for the lease term. Leases are classified as either operating or finance. Operating leases result in straight-line expense in the statement of operations (similar to previous operating leases), while finance leases result in more expense being recognized in the earlier years of the lease term (similar to previous capital leases). The Health System adopted the new standard on July 1, 2019 using the modified retrospective approach. The Health System elected the transition method that allows for the application of the standard at the adoption date rather than at the beginning of the earliest comparative period presented in the consolidated financial statements. The Health System also elected available practical expedients (Note 16).

In March 2017, the FASB issued ASU 2017-07, *Compensation – Retirement Benefits* (Topic 715): *Improving the Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Cost*. Under the new standard, the service cost component of the net benefit cost will be included within income from operations as a component of benefits expenses and the other components of net benefit cost as defined by ASC 715 will be reported in non-operating activities within the consolidated statements of operations and changes in net assets. The standard also prohibits reporting of the other components of net benefit cost in the same line as other pension related changes on the statements of operations and changes in net assets. ASU 2017-07 is effective for the fiscal year ended June 30, 2020 and is applied on a retrospective basis.

Reclassifications

As a result of adopting the provisions of ASU 2017-07, the Health System reclassified $11,221,000 from benefits expense to non-operating activities within the consolidated statements of operations and changes in net assets for the fiscal year ended June 30, 2019. The amount included in non-operating activities for the fiscal year ending June 30, 2020 was $10,810,000.

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3. Acquisition

Effective July 1, 2018, Alice Peck Day Memorial Hospital became the sole corporate member of APD LifeCare Center Inc. (LifeCare). LifeCare owns and operates Harvest Hill, an assisted living facility, the Woodlands, a residential living community and the Elizabeth S. Hughes Care Unit, which provides hospice care.

In accordance with applicable accounting guidance on not-for-profit mergers and acquisitions, Alice Peck Day Memorial Hospital recorded goodwill related to the acquisition of LifeCare of approximately $5,131,000. Restricted contribution income of $383,000 was recorded within net assets with donor restrictions in the accompanying consolidated statement of changes in net assets. Included in the transaction was LifeCare's cash balance of $4,863,000. No consideration was exchanged for the net assets assumed and acquisition costs were expensed as incurred.

4. Patient Service Revenue and Accounts Receivable

The Health System reports patient service revenue at amounts that reflect the consideration to which it expects to be entitled in exchange for providing patient care. These amounts are due from patients, third-party payers (including managed care payers and government programs), and others; and they include variable consideration for retroactive revenue adjustments due to settlement of audits, reviews, and investigations. Generally, the Health System bills patients and third-party payers several days after the services were performed or shortly after discharge. Revenue is recognized as performance obligations are satisfied under contracts by providing healthcare services to patients.

The Health System determines performance obligations based on the nature of the services provided. Revenues for performance obligations satisfied over time are recognized based on actual charges incurred in relation to total expected charges as this method provides a reasonable estimate of the transfer of services over the term of performance obligations based on inputs needed to satisfy the obligations. Generally, performance obligations satisfied over time relate to patients receiving inpatient acute care services. For inpatient services, performance obligations are measured from admission to the point when there are no further services required for the patient, which is generally the time of discharge. For outpatient services and physician services, performance obligations are recognized at a point in time when the services are provided and no further patient services are deemed necessary.

Generally, the Health System's patient service performance obligations relate to contracts with a duration of less than one year, therefore the Health System has elected to apply the optional exemption provided in ASC 606-10-50-14a and, therefore, we are not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period. This generally refers to inpatient services at the end of the reporting period. The performance obligations for these contracts are generally completed when the patients are discharged, which generally occurs within days or weeks of the end of the reporting period.

Established charges represent gross charges. They are not the same as actual pricing, and they generally do not reflect what a hospital is ultimately entitled to for services it provides. Therefore, they are not displayed in the Health System's consolidated statements of operations and changes in net assets.

Hospitals are paid amounts negotiated with insurance companies or set by government entities, which are typically less than established or standard charges. Gross charges are used to calculate Medicare outlier payments and to determine certain elements of payment under managed care contracts. Gross charges are what hospitals charge all patients prior to the application of contractual adjustments and implicit price concessions.

Explicit Pricing Concessions
Revenues for the Health System under the traditional fee-for service Medicare and Medicaid programs are based on prospectively determined rates per discharge or visit, reasonable (allowable) cost, or prospective rates per episodic period, depending on the type of provider.

- Inpatient acute care services provided to Medicare program beneficiaries are paid using the prospective payment system ("PPS") to determine rates-per-discharge. These rates vary according to a patient classification system ("DRG"), based on diagnostic, clinical and other factors. In addition, inpatient capital costs (depreciation and interest) are reimbursed by Medicare on the basis of a prospectively determined rate per discharge. Medicare outpatient services are paid on a prospective payment system, based on a pre-determined amount for each outpatient procedure (APC), subject to various mandated modifications. Retrospectively determined cost-based revenues under these programs, such as indirect medical education, direct graduate medical education, disproportionate share hospital, transplant services, and bad debt reimbursement are based on the hospital's cost reports and are estimated using historical trends and current factors. The Health System's payments for inpatient services rendered to New Hampshire ("NH") and Vermont ("VT") Medicaid beneficiaries are based on PPS, while outpatient services are reimbursed on a retrospective cost basis or fee schedules for NH beneficiaries. VT outpatient beneficiaries are paid on a prospective basis per outpatient procedure.

- Inpatient acute, swing, and outpatient services furnished by critical access hospitals ("CAH") are reimbursed by Medicare at 101% of reasonable costs, subject to 2% sequestration, excluding ambulance services and inpatient hospice care.

- Providers of home health services to patients eligible for Medicare home health benefits are paid on a prospective basis, with no retrospective settlement. The prospective payment is based on the scoring attributed to the acuity level of the patient at a rate determined by federal guidelines.

- Hospice services to patients eligible for Medicare hospice benefits are paid on a per diem basis, with no retrospective settlement, provided the aggregate annual Medicare reimbursement is below a predetermined aggregate capitated rate.

- The Health System's cost based services to Medicare and Medicaid are reimbursed during the year based on varying interim payment methodologies. Final settlement is determined after the submission of an annual cost report and subject to audit of this report by Medicare and Medicaid auditors, as well as administrative and judicial review. Because the laws, regulations, and rule interpretations, governing Medicare and Medicaid reimbursement are complex and change frequently, the estimates recorded could change over time by material amounts.

- Revenues under Managed Care Plans (Plans) consist primarily of payment terms involving mutually agreed upon rates per diagnosis, discounted fee-for service rates, or similar contractual arrangements. These revenues are also subject to review and possible audit.

The Plans are billed for patient services on an individual patient basis. An individual patient's bill is subject to adjustments in accordance with contractual terms in place with the Plans following their review and adjudication of each bill.

The Health System is not aware of any claims, disputes, or unsettled matters with any payer that would materially affect its revenues for which it has not adequately provided in the accompanying Health System's consolidated financial statements.

The Health System provides charity care to patients who are unable to pay for healthcare services they receive as determined by financial conditions. Patients who qualify receive partial or full adjustments to charges for services rendered. The Health System's policy is to treat amounts qualified as charity care as explicit price concessions and as such are not reported in net patient service revenue.

Vermont imposes a provider tax on home health agencies in the amount of 4.25% of annual net patient revenue. In fiscal years 2020 and 2019, home health provider taxes paid were $624,000 and $628,000, respectively.

Medicaid Enhancement Tax & Disproportionate Share Hospital

On May 22, 2018, the State of New Hampshire and all New Hampshire hospitals (Hospitals) agreed to resolve disputed issues and enter into a seven-year agreement to stabilize Disproportionate Share Hospital (DSH) payments, with provisions for alternative payments in the event of legislative changes to the DSH program. Under the agreement, the State committed to make DSH payments to the Hospitals in an amount no less than 86% of the Medicaid Enhancement Tax (MET) proceeds collected in each fiscal year, in addition to providing for directed payments or increased rates for Hospitals in an amount equal to 5% of MET proceeds collected from state fiscal year (SFY) 2020 through SFY 2024. The agreement prioritizes DSH payments to critical access hospitals in an amount equal to 75% of allowable uncompensated care (UCC), with the remainder distributed to Hospitals without critical access designation in proportion to their allowable UCC amounts.

During the years ended June 30, 2020 and 2019, the Health System received DSH payments of approximately, $71,133,000 and $69,179,000 respectively. DSH payments are subject to audit and therefore, for the years ended June 30, 2020 and 2019, the Health System recognized as revenue DSH receipts of approximately $67,500,000 and approximately $64,864,000, respectively.

During the years ended June 30, 2020 and 2019, the Health System recorded State of NH MET and State of VT Provider taxes of $76,010,000 and $70,061,000, respectively. The taxes are calculated at 5.4% for NH and 6% for VT of certain patient service revenues. The Provider taxes are included in operating expenses in the consolidated statements of operations and changes in net assets.

Implicit Price Concessions
Generally, patients who are covered by third-party payer contracts are responsible for related co-pays, co-insurance and deductibles, which vary depending on the contractual obligations of patients. The Health System also provides services to uninsured patients and offers those patients a discount from standard charges. The Health System estimates the transaction price for patients with co-pays, co-insurance, and deductibles and for those who are uninsured based on historical collection experience and current market conditions. The discount offered to uninsured patients reduces the transaction price at the time of billing. The uninsured and patient responsible

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accounts, net of discounts recorded, are further reduced through implicit price concessions based on historical collection trends for similar accounts and other known factors that impact the estimation process. Subsequent changes to the estimate of transaction price are generally recorded as adjustments to net patient services revenue in the period of change.

The implicit price concessions included in estimating the transaction price represent the difference between amounts billed to patients and the amounts the Health System expects to collect based on collection history with similar patients. Although outcomes vary, the Health System's policy is to attempt to collect amounts due from patients, including co-pays, co-insurance and deductibles due from insurance at the time of service while complying with all federal and state statutes and regulations, including but not limited to, the Emergency Medical Treatment and Active Labor Act (EMTALA). Through various systems and processes the Health System estimates Medicare and Medicaid net patient service revenue and cost report settlements and accrues final expected settlements. For filed cost reports, the accrual is recorded based on those filings, subsequent activity, and on historical trends and other relevant evidence. For periods in which a cost report is yet to be filed, accruals are based on estimates of what is expected to be reported, and any trends and relevant evidence. Cost reports generally must be filed within five months of the closing period.

Settlements with third-party payers for retroactive revenue adjustments due to audits, reviews or investigations are considered variable consideration and are included in the determination of the estimated transaction price for providing patient care using the most likely amount. These settlements are estimated based on the terms of the payment agreement with the payer, correspondence from the payer and historical settlement activity, including assessments to ensure that it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur when the uncertainty associated with the retroactive adjustment is subsequently resolved. Estimated settlements are adjusted in future periods as adjustments become known, or as years are settled or are no longer subject to such audits, reviews or investigations. As of June 30, 2020 and 2019, the Health System had reserves of $302,525,000 and $41,570,000, respectively, recorded in Estimated third-party settlements. Included in the 2020 Estimated third party settlements is $239,500,000 of Medicare accelerated and advanced payments, received as working capital support during the novel coronavirus ("COVID-19") outbreak at June 30, 2020. In addition, $10,900,000 has been recorded in Other liabilities as of June 30, 2020 and 2019, respectively.

For the years ended June 30, 2020 and 2019, additional increases in revenue of $2,314,000 and $1,800,000, respectively, were recognized due to changes in estimates of implicit price concessions for performance obligations satisfied in prior years.

Net operating revenues for the hospital operations of the PPS and CAH, and other business segments consist primarily of patient service revenues, principally for patients covered by Medicare, Medicaid, managed care and other health plans as well as patients covered under the Health System's uninsured discount and charity care programs.

The table below shows the Health System's sources of net operating revenues presented at the net transaction price for the years ended June 30, 2020 and 2019.

(in thousands of dollars)	2020 PPS	2020 CAH	2020 Total
Hospital			
Medicare	$ 461,990	$ 64,087	$ 526,077
Medicaid	130,901	10,636	141,537
Commercial	718,576	60,715	779,291
Self Pay	2,962	2,501	5,463
Subtotal	1,314,429	137,939	1,452,368
Professional			
Professional	383,503	22,848	406,351
VNA	-	-	21,306
Other Revenue	-	-	376,185
Provider Relief Fund	-	-	88,725
Total operating revenue and other support	$ 1,697,932	$ 160,787	$ 2,344,935

(in thousands of dollars)	2019 PPS	2019 CAH	2019 Total
Hospital			
Medicare	$ 456,197	$ 72,193	$ 528,390
Medicaid	134,727	12,794	147,521
Commercial	746,647	64,981	811,628
Self Pay	8,811	2,313	11,124
Subtotal	1,346,382	152,281	1,498,663
Professional			
Professional	454,425	23,707	478,132
VNA	-	-	22,528
Other Revenue	-	-	299,820
Total operating revenue and other support	$ 1,800,807	$ 175,988	$ 2,299,143

Accounts Receivable

The following table categorizes payors into four groups based on their respective percentages of patient accounts receivable as of June 30, 2020 and 2019:

	2020	2019
Medicare	36%	34%
Medicaid	13%	12%
Commercial	39%	41%
Self Pay	12%	13%
Patient accounts receivable	100%	100%

5. Investments

The composition of investments at June 30, 2020 and 2019 is set forth in the following table:

(in thousands of dollars)	2020	2019
Assets limited as to use		
Internally designated by board		
Cash and short-term investments	$ 9,646	$ 21,890
U.S. government securities	103,977	91,492
Domestic corporate debt securities	199,462	196,132
Global debt securities	70,145	83,580
Domestic equities	203,010	167,384
International equities	123,205	128,909
Emerging markets equities	22,879	23,086
Real Estate Investment Trust	313	213
Private equity funds	74,131	64,563
Hedge funds	36,964	32,287
	843,732	809,536
Investments held by captive insurance companies (Note 12)		
U.S. government securities	15,402	23,241
Domestic corporate debt securities	8,651	11,378
Global debt securities	8,166	10,080
Domestic equities	15,150	14,617
International equities	7,227	6,766
	54,596	66,082
Held by trustee under indenture agreement (Note 10)		
Cash and short-term investments	236,198	631
Total assets limited as to use	1,134,526	876,249
Other investments for restricted activities		
Cash and short-term investments	7,186	6,113
U.S. government securities	28,055	32,479
Domestic corporate debt securities	35,440	29,089
Global debt securities	11,476	11,263
Domestic equities	26,723	20,981
International equities	15,402	15,531
Emerging markets equities	2,766	2,578
Private equity funds	9,483	7,638
Hedge funds	4,013	8,414
Other	36	33
Total other investments for restricted activities	140,580	134,119
Total investments	$ 1,275,106	$ 1,010,368

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Investments are accounted for using either the fair value method or equity method of accounting, as appropriate on a case by case basis. The fair value method is used for all debt securities and equity securities that are traded on active markets and are valued at prices that are readily available in those markets. The equity method is used when investments are made in pooled/commingled investment funds that represent investments where shares or units are owned of pooled funds rather than the underlying securities in that fund. These pooled/commingled funds make underlying investments in securities from the asset classes listed above. All investments, whether the fair value or equity method of accounting is used, are reported at what the Health System believes to be the amount that the Health System would expect to receive if it liquidated its investments at the balance sheets date on a non-distressed basis.

The following tables summarize the investments by the accounting method utilized, as of June 30, 2020 and 2019. Accounting standards require disclosure of additional information for those securities accounted for using the fair value method, as shown in Note 7.

	2020		
(in thousands of dollars)	**Fair Value**	**Equity**	**Total**
Cash and short-term investments	$ 253,030	$ -	$ 253,030
U.S. government securities	147,434	-	147,434
Domestic corporate debt securities	198,411	45,142	243,553
Global debt securities	44,255	45,532	89,787
Domestic equities	195,014	49,869	244,883
International equities	77,481	68,353	145,834
Emerging markets equities	1,257	24,388	25,645
Real Estate Investment Trust	313	-	313
Private equity funds	-	83,614	83,614
Hedge funds	-	40,977	40,977
Other	36	-	36
	$ 917,231	$ 357,875	$ 1,275,106

	2019		
(in thousands of dollars)	**Fair Value**	**Equity**	**Total**
Cash and short-term investments	$ 28,634	$ -	$ 28,634
U.S. government securities	147,212	-	147,212
Domestic corporate debt securities	164,996	71,603	236,599
Global debt securities	55,520	49,403	104,923
Domestic equities	178,720	24,262	202,982
International equities	76,328	74,878	151,206
Emerging markets equities	1,295	24,369	25,664
Real Estate Investment Trust	213	-	213
Private equity funds	-	72,201	72,201
Hedge funds	-	40,701	40,701
Other	33	-	33
	$ 652,951	$ 357,417	$ 1,010,368

For the years ended June 30, 2020 and 2019 investment income is reflected in the accompanying consolidated statements of operations and changes in net assets as other operating revenue of approximately $936,000 and $983,000 and as non-operating gains of approximately $27,047,000 and $40,052,000, respectively.

Private equity limited partnership shares are not eligible for redemption from the fund or general partner, but can be sold to third party buyers in private transactions that typically can be completed in approximately 90 days. It is the intent of the Health System to hold these investments until the fund has fully distributed all proceeds to the limited partners and the term of the partnership agreement expires. Under the terms of these agreements, the Health System has committed to contribute a specified level of capital over a defined period of time. Through June 30, 2020 and 2019, the Health System has committed to contribute approximately $172,819,000 and $164,319,000 to such funds, of which the Health System has contributed approximately $119,142,000 and $109,584,000 and has outstanding commitments of $53,677,000 and $54,735,000, respectively.

6. Property, Plant, and Equipment

Property, plant, and equipment are summarized as follows at June 30, 2020 and 2019:

(in thousands of dollars)	2020	2019
Land	$ 40,749	$ 38,232
Land improvements	39,820	42,607
Buildings and improvements	893,081	898,050
Equipment	927,233	888,138
Equipment under capital leases	-	15,809
	1,900,883	1,882,836
Less: Accumulated depreciation and amortization	1,356,521	1,276,746
Total depreciable assets, net	544,362	606,090
Construction in progress	99,224	15,166
	$ 643,586	$ 621,256

As of June 30, 2020, construction in progress primarily consists of two projects. The first project, started in fiscal 2019, consists of the addition of the ambulatory surgical center (ASC) located in Manchester, NH. The estimated cost to complete the project is $42 million. The anticipated completion date is the second quarter of fiscal 2021. The second project, involves the addition of the in-patient tower located in Lebanon, NH. The estimated cost to complete the tower project is $140 million over the next three fiscal years.

The construction in progress as of June 30, 2019, included both the ASC, as well as renovations taking place at the various pharmacy locations to bring their facilities compliant with Regulation USP800. The pharmacy upgrade was completed during the first quarter of fiscal year 2021. Capitalized interest of $2,297,000 and $0 is included in Construction in progress as of June 30, 2020 and 2019, respectively.

Depreciation and amortization expense included in operating and non-operating activities was approximately $92,217,000 and $88,496,000 for 2020 and 2019, respectively.

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7. Fair Value Measurements

The following is a description of the valuation methodologies for assets and liabilities measured at fair value on a recurring basis:

Cash and Short-Term Investments
Consists of money market funds and are valued at net asset value (NAV) reported by the financial institution.

Domestic, Emerging Markets and International Equities
Consists of actively traded equity securities and mutual funds which are valued at the closing price reported on an active market on which the individual securities are traded (Level 1 measurements).

U.S. Government Securities, Domestic Corporate and Global Debt Securities
Consists of U.S. government securities, domestic corporate and global debt securities, mutual funds and pooled/commingled funds that invest in U.S. government securities, domestic corporate and global debt securities. Securities are valued based on quoted market prices or dealer quotes where available (Level 1 measurement). If quoted market prices are not available, fair values are based on quoted market prices of comparable instruments or, if necessary, matrix pricing from a third party pricing vendor to determine fair value (Level 2 measurements). Matrix prices are based on quoted prices for securities with similar coupons, ratings and maturities, rather than on specific bids and offers for a designated security. Investments in mutual funds are measured based on the quoted NAV as of the close of business in the respective active market (Level 1 measurements).

The preceding methods may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the Health System believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

Investments are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. The following tables set forth the consolidated financial assets and liabilities that were accounted for at fair value on a recurring basis as of June 30, 2020 and 2019:

Dartmouth-Hitchcock Health and Subsidiaries
Consolidated Notes to Financial Statements
June 30, 2020 and 2019

	2020					
(in thousands of dollars)	Level 1	Level 2	Level 3	Total	Redemption or Liquidation	Days' Notice
Assets						
Investments						
Cash and short term investments	$ 253,030	$ -	$ -	$ 253,030	Daily	1
U.S. government securities	147,434	-	-	147,434	Daily	1
Domestic corporate debt securities	17,577	180,834	-	198,411	Daily–Monthly	1–15
Global debt securities	22,797	21,458	-	44,255	Daily–Monthly	1–15
Domestic equities	187,354	7,660	-	195,014	Daily–Monthly	1–10
International equities	77,481	-	-	77,481	Daily–Monthly	1–11
Emerging market equities	1,257	-	-	1,257	Daily–Monthly	1–7
Real estate investment trust	313	-	-	313	Daily–Monthly	1–7
Other	2	34	-	36	Not applicable	Not applicable
Total investments	707,245	209,986	-	917,231		
Deferred compensation plan assets						
Cash and short-term investments	5,754	-	-	5,754		
U.S. government securities	51	-	-	51		
Domestic corporate debt securities	7,194	-	-	7,194		
Global debt securities	1,270	-	-	1,270		
Domestic equities	24,043	-	-	24,043		
International equities	3,571	-	-	3,571		
Emerging market equities	27	-	-	27		
Real estate	11	-	-	11		
Multi strategy fund	51,904	-	-	51,904		
Guaranteed contract	-	-	92	92		
Total deferred compensation plan assets	93,825	-	92	93,917	Not applicable	Not applicable
Beneficial interest in trusts	-	-	9,202	9,202	Not applicable	Not applicable
Total assets	$ 801,070	$ 209,986	$ 9,294	$ 1,020,350		

	2019					
(in thousands of dollars)	Level 1	Level 2	Level 3	Total	Redemption or Liquidation	Days' Notice
Assets						
Investments						
Cash and short term investments	$ 28,634	$ -	$ -	$ 28,634	Daily	1
U.S. government securities	147,212	-	-	147,212	Daily	1
Domestic corporate debt securities	34,723	130,273	-	164,996	Daily–Monthly	1–15
Global debt securities	28,412	27,108	-	55,520	Daily–Monthly	1–15
Domestic equities	171,318	7,402	-	178,720	Daily–Monthly	1–10
International equities	76,295	33	-	76,328	Daily–Monthly	1–11
Emerging market equities	1,295	-	-	1,295	Daily–Monthly	1–7
Real estate investment trust	213	-	-	213	Daily–Monthly	1–7
Other	-	33	-	33	Not applicable	Not applicable
Total investments	488,102	164,849	-	652,951		
Deferred compensation plan assets						
Cash and short-term investments	2,952	-	-	2,952		
U.S. government securities	45	-	-	45		
Domestic corporate debt securities	4,932	-	-	4,932		
Global debt securities	1,300	-	-	1,300		
Domestic equities	22,403	-	-	22,403		
International equities	3,576	-	-	3,576		
Emerging market equities	27	-	-	27		
Real estate	11	-	-	11		
Multi strategy fund	48,941	-	-	48,941		
Guaranteed contract	-	-	89	89		
Total deferred compensation plan assets	84,187	-	89	84,276	Not applicable	Not applicable
Beneficial interest in trusts	-	-	9,301	9,301	Not applicable	Not applicable
Total assets	$ 572,289	$ 164,849	$ 9,390	$ 746,528		

The following table is a rollforward of financial instruments classified by the Health System within Level 3 of the fair value hierarchy defined above.

	2020		
(in thousands of dollars)	Beneficial Interest in Perpetual Trust	Guaranteed Contract	Total
Balances at beginning of year	$ 9,301	$ 89	$ 9,390
Net unrealized (losses) gains	(99)	3	(96)
Balances at end of year	$ 9,202	$ 92	$ 9,294

	2019		
(in thousands of dollars)	Beneficial Interest in Perpetual Trust	Guaranteed Contract	Total
Balances at beginning of year	$ 9,374	$ 86	$ 9,460
Net unrealized (losses) gains	(73)	3	(70)
Balances at end of year	$ 9,301	$ 89	$ 9,390

There were no transfers into and out of Level 1 and 2 measurements due to changes in valuation methodologies during the years ended June 30, 2020 and 2019.

8. Net Assets with Donor Restrictions

Net assets with donor restrictions are available for the following purposes at June 30, 2020 and 2019:

(in thousands of dollars)	2020	2019
Investments held in perpetuity	$ 59,352	$ 56,383
Healthcare services	33,976	20,140
Research	22,116	26,496
Health education	16,849	19,833
Charity care	12,366	12,494
Other	4,488	3,841
Purchase of equipment	3,081	3,273
	$ 152,228	$ 142,460

Income earned on donor restricted net assets held in perpetuity is available for these purposes.

9. Board Designated and Endowment Funds

Net assets include numerous funds established for a variety of purposes including both donor-restricted endowment funds and funds designated by the Board of Trustees to function as endowments. Net assets associated with endowment funds, including funds designated by the Board of Trustees to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

The Board of Trustees has interpreted the NH and VT Uniform Prudent Management of Institutional Funds Acts (UPMIFA or Act) for donor-restricted endowment funds as requiring the preservation of the original value of gifts, as of the gift date, to donor-restricted endowment funds, absent explicit donor stipulations to the contrary. The Health System's net assets with donor restrictions which are to be held in perpetuity consist of (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to be held in perpetuity, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund, if any. Collectively these amounts are referred to as the historic dollar value of the fund.

Net assets without donor restrictions include funds designated by the Board of Trustees to function as endowments, the income from certain donor-restricted endowment funds, and any accumulated investment return thereon, which pursuant to donor intent may be expended based on trustee or management designation. Net assets with donor restrictions that are temporary in nature, either restricted by time or purpose, include funds appropriated for expenditure pursuant to endowment and investment spending policies, certain expendable endowment gifts from donors, and any retained income and appreciation on donor-restricted endowment funds, which are restricted by the donor to a specific purpose or by law. When the restrictions on these funds have been met, the funds are reclassified to net assets without donor restrictions.

In accordance with the Act, the Health System considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: the duration and preservation of the fund; the purposes of the donor-restricted endowment fund; general economic conditions; the possible effect of inflation and deflation; the expected total return from income and the appreciation of investments; other resources available; and investment policies.

The Health System has endowment investment and spending policies that attempt to provide a predictable stream of funding for programs supported by its endowment while ensuring that the purchasing power does not decline over time. The Health System targets a diversified asset allocation that places emphasis on investments in domestic and international equities, fixed income, private equity, and hedge fund strategies to achieve its long-term return objectives within prudent risk constraints. The Health System's Investment Committee reviews the policy portfolio asset allocations, exposures, and risk profile on an ongoing basis.

The Health System, as a policy, may appropriate for expenditure or accumulate so much of an endowment fund as the institution determines is prudent for the uses, benefits, purposes, and duration for which the endowment is established, subject to donor intent expressed in the gift instrument and the standard of prudence prescribed by the Act.

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below their original contributed value. Such market losses were not material as of June 30, 2020 and 2019.

Endowment net asset composition by type of fund consists of the following at June 30, 2020 and 2019:

	2020		
(in thousands of dollars)	Without Donor Restrictions	With Donor Restrictions	Total
Donor-restricted endowment funds	$ -	$ 80,039	$ 80,039
Board-designated endowment funds	33,714	-	33,714
Total endowed net assets	$ 33,714	$ 80,039	$ 113,753

	2019		
(in thousands of dollars)	Without Donor Restrictions	With Donor Restrictions	Total
Donor-restricted endowment funds	$ -	$ 78,268	$ 78,268
Board-designated endowment funds	31,421	-	31,421
Total endowed net assets	$ 31,421	$ 78,268	$ 109,689

Changes in endowment net assets for the years ended June 30, 2020 and 2019 are as follows:

	2020		
(in thousands of dollars)	Without Donor Restrictions	With Donor Restrictions	Total
Balances at beginning of year	$ 31,421	$ 78,268	$ 109,689
Net investment return	713	1,460	2,173
Contributions	890	2,990	3,880
Transfers	14	267	281
Release of appropriated funds	676	(2,946)	(2,270)
Balances at end of year	$ 33,714	$ 80,039	$ 113,753

Balances at end of year	80,039
Beneficial interest in perpetual trusts	6,782
Net assets with donor restrictions	$ 86,821

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(in thousands of dollars)	2019 Without Donor Restrictions	2019 With Donor Restrictions	2019 Total
Balances at beginning of year	$ 29,506	$ 78,197	$ 107,703
Net investment return	1,184	2,491	3,675
Contributions	804	1,222	2,026
Transfers	(73)	(1,287)	(1,360)
Release of appropriated funds	-	(2,355)	(2,355)
Balances at end of year	$ 31,421	$ 78,268	$ 109,689

Balances at end of year	78,268
Beneficial interest in perpetual trusts	8,422
Net assets with donor restrictions	$ 86,690

10. Long-Term Debt

A summary of long-term debt at June 30, 2020 and 2019 is as follows:

(in thousands of dollars)	2020	2019
Variable rate issues		
New Hampshire Health and Education Facilities Authority (NHHEFA) Revenue Bonds		
Series 2018A, principal maturing in varying annual amounts, through August 2037 (1)	$ 83,355	$ 83,355
Fixed rate issues		
New Hampshire Health and Education Facilities Authority Revenue Bonds		
Series 2018B, principal maturing in varying annual amounts, through August 2048 (1)	303,102	303,102
Series 2020A, principal maturing in varying annual amounts, through August 2059 (2)	125,000	-
Series 2017A, principal maturing in varying annual amounts, through August 2040 (3)	122,435	122,435
Series 2017B, principal maturing in varying annual amounts, through August 2031 (3)	109,800	109,800
Series 2019A, principal maturing in varying annual amounts, through August 2043 (4)	99,165	-
Series 2018C, principal maturing in varying annual amounts, through August 2030 (5)	25,160	25,865
Series 2012, principal maturing in varying annual amounts, through July 2039 (6)	24,315	25,145
Series 2014A, principal maturing in varying annual amounts, through August 2022 (7)	19,765	26,960
Series 2014B, principal maturing in varying annual amounts, through August 2033 (7)	14,530	14,530
Series 2016B, principal maturing in varying annual amounts, through August 2045 (8)	10,970	10,970
Note payable		
Note payable to a financial institution due in monthly interest only payments through May 2023 (9)	125,000	-
Total obligated group debt	$ 1,062,597	$ 722,162

A summary of long-term debt at June 30, 2020 and 2019 is as follows (continued):

(in thousands of dollars)	2020	2019
Other		
Note payable to a financial institution payable in interest free monthly installments through July 2015; collateralized by associated equipment	$ 287	$ 445
Note payable to a financial institution with entire principal due June 2029 that is collateralized by land and building. The note payable is interest free	273	323
Mortgage note payable to the US Dept of Agriculture; monthly payments of $10,892 include interest of 2.375% through November 2046	2,560	2,629
Obligations under capital leases	-	17,526
Total nonobligated group debt	3,120	20,923
Total obligated group debt	1,062,597	722,162
Total long-term debt	1,065,717	743,085
Add: Original issue premium and discounts, net	89,542	25,542
Less: Current portion	9,467	10,914
Debt issuance costs, net	7,262	5,533
	$ 1,138,530	$ 752,180

Aggregate annual principal payments for the next five years ending June 30 and thereafter are as follows:

(in thousands of dollars)	2020
2021	$ 9,467
2022	9,419
2023	131,626
2024	1,871
2025	1,954
Thereafter	911,380
	$ 1,065,717

Dartmouth-Hitchcock Obligated Group (DHOG) Debt

MHMH established the DHOG in 1993 for the original purpose of issuing bonds financed through NHHEFA or the "Authority". The members of the obligated group consist of D-HH, MHMH, DHC, Cheshire, NLH, MAHHC, and, APD. D-HH is designated as the obligated group agent.

Revenue Bonds issued by members of the DHOG are administered through notes registered in the name of the Bond Trustee and in accordance with the terms of a Master Trust Indenture. The Master Trust Indenture contains provisions permitting the addition, withdrawal, or consolidation of members of the DHOG under certain conditions. The notes constitute a joint and several obligation of the members of the DHOG (and any other future members of the DHOG) and are equally and ratably collateralized by a pledge of the members' gross receipts. The DHOG is also subject to certain annual covenants under the Master Trust Indenture, the most restrictive is the Annual Debt Service Coverage Ratio (1.10x).

(1) Series 2018A and Series 2018B Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2018A and Series 2018B in February 2018. The Series 2018A Revenue Bonds were primarily used to refund a portion of Series 2015A and Series 2016A. The Series 2018B were primarily used to refund a portion of Series 2015A and Series 2016A, Revolving Line of Credit, Series 2012 Bank Loan and the Series 2015A and Series 2016A Swap terminations. A loss on the extinguishment of debt of approximately $578,000 was recognized in non-operating gains (losses) on the statement of operations and changes in net assets, as a result of the refinancing. The interest on the Series 2018A Revenue Bonds is variable with a current interest rate of 5.00% and matures in variable amounts through 2037. The interest on the Series 2018B Revenue Bonds is fixed with an interest rate of 4.18% and matures in variable amounts through 2048.

(2) Series 2020A Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds Series 2020A in February, 2020. The proceeds from the Series 2020A Revenue Bonds are being used primarily to fund the construction of a 212,000 square foot inpatient pavilion in Lebanon, NH as well as various equipment. The interest on the Series 2020A Revenue Bonds is fixed with an interest rate of 5.00% and matures in variable amounts through 2059.

(3) Series 2017A and Series 2017B Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2017A and Series 2017B in December, 2017. The Series 2017A Revenue Bonds were primarily used to refund Series 2009 and Series 2010 and the Series 2017B Revenue Bonds were used to refund Series 2012A and Series 2012B. The interest on the Series 2017A Revenue Bonds is fixed with an interest rate of 5.00% and matures in variable amounts through 2040. The interest on the Series 2017B Revenue Bonds is fixed with an interest rate of 2.54% and matures in variable amounts through 2031.

(4) Series 2019A Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds Series 2019A in October, 2019. The proceeds from the Series 2019A Revenue Bonds are being used primarily to fund the construction of a 91,000 square foot expansion of facilities in Manchester, NH to include an Ambulatory Surgical Center as well as various equipment. The interest on the Series 2019A Revenue Bonds is fixed with an interest rate of 4.00% and matures in variable amounts through 2043.

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(5) Series 2018C Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2018C in August, 2018. The Series 2018C Revenue Bonds were used primarily to refinance the Series 2010 Revenue Bonds. The interest on the series 2018C Revenue Bonds is fixed with an interest rate of 3.22% and matures in variable amounts through 2030.

(6) Series 2012 Revenue Bonds

The NHHEFA issued $29,650,000 of tax-exempt Revenue Bonds, Series 2012. The proceeds of these bonds were used to refund 1998 and 2009 Series Bonds, to finance the settlement cost of the interest rate swap, and to finance the purchase of certain equipment and renovations. The bonds have fixed interest coupon rates ranging from 2.0% to 5.0% (a net interest cost of 3.96%), and matures in variable amounts through 2039.

(7) Series 2014A and Series 2014B Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2014A and Series 2014B in August 2014. The proceeds from the Series 2014A and 2014B Revenue Bonds were used to partially refund the Series 2009 Revenue Bonds and to cover cost of issuance. Interest on the 2014A Revenue Bonds is fixed with an interest rate of 2.63% and matures at various dates through 2022. Interest on the Series 2014B Revenue Bonds is fixed with an interest rate of 4.00% and matures at various dates through 2033.

(8) Series 2016B Revenue Bonds

The DHOG issued NHHEFA Revenue Bonds, Series 2016B in July 2016 through a private placement with a financial institution. The Series 2016B Revenue Bonds were used to finance 2016 projects. The Series 2016B is fixed with an interest rate of 1.78% and matures at various dates through 2045.

(9) Note payable to financial institution

The DHOG issued a note payable to TD Bank in May 2020. Issued in response to the COVID-19 pandemic, the proceeds from the note will be used to fund working capital as needs require. The interest on the note payable is fixed with an interest rate of 2.02% and matures in 2023.

Outstanding joint and several indebtedness of the DHOG at June 30, 2020 and 2019 approximates $1,062,597,000 and $722,162,000, respectively.

The Health System Indenture agreements require establishment and maintenance of debt service reserves and other trustee held funds. Trustee held funds of approximately $236,198,000 and $631,000 at June 30, 2020 and 2019, respectively, are classified as assets limited as to use in the accompanying consolidated balance sheets (Note 5). In addition, debt service reserves of approximately $9,286,000 and $1,331,000 at June 30, 2020 and 2019, respectively, are classified as other current assets in the accompanying consolidated balance sheets. The debt service reserves are mainly comprised of escrowed construction funds at June 30, 2020 and escrowed funds held for future principal and interest payments at June 30, 2019.

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For the years ended June 30, 2020 and 2019 interest expense on the Health System's long term debt is reflected in the accompanying consolidated statements of operations and changes in net assets as operating expense of approximately $27,322,000 and $25,514,000 and other non-operating losses of $3,784,000 and $3,784,000, respectively.

11. Employee Benefits

All eligible employees of the Health System are covered under various defined benefit and/or define contribution plans. In addition, certain members provide postretirement medical and life benefit plans to certain of its active and former employees who meet eligibility requirements. The postretirement medical and life plans are not funded.

All of the defined benefit plans within the Health System have been frozen and therefore there are no remaining participants earning benefits in any of the Health System's defined benefit plans.

The Health System continued to execute the settlement of obligations due to retirees in the defined benefit plans through bulk lump sum offerings or purchases of annuity contracts. The annuity purchases follow guidelines established by the Department of Labor (DOL). The Health System anticipates continued consideration and/or implementation of additional settlements over the next several years.

Defined Benefit Plans
Net periodic pension expense included in employee benefits in the consolidated statements of operations and changes in net assets is comprised of the components listed below for the years ended June 30, 2020 and 2019:

(in thousands of dollars)	2020	2019
Service cost for benefits earned during the year	$ 170	$ 150
Interest cost on projected benefit obligation	43,433	47,814
Expected return on plan assets	(62,436)	(65,270)
Net loss amortization	12,032	10,357
Total net periodic pension expense	$ (6,801)	$ (6,949)

The following assumptions were used to determine net periodic pension expense as of June 30, 2020 and 2019:

	2020	2019
Discount rate	3.00% - 3.10%	3.90 % – 4.60%
Rate of increase in compensation	N/A	N/A
Expected long-term rate of return on plan assets	7.50%	7.50%

The following table sets forth the funded status and amounts recognized in the Health System's consolidated financial statements for the defined benefit pension plans at June 30, 2020 and 2019:

(in thousands of dollars)	2020	2019
Change in benefit obligation		
Benefit obligation at beginning of year	$ 1,135,523	$ 1,087,940
Service cost	170	150
Interest cost	43,433	47,814
Benefits paid	(70,778)	(51,263)
Expenses paid	(168)	(170)
Actuarial loss	139,469	93,358
Settlements	(38,549)	(42,306)
Benefit obligation at end of year	1,209,100	1,135,523
Change in plan assets		
Fair value of plan assets at beginning of year	897,717	884,983
Actual return on plan assets	121,245	85,842
Benefits paid	(70,778)	(51,263)
Expenses paid	(168)	(170)
Employer contributions	19,986	20,631
Settlements	(38,549)	(42,306)
Fair value of plan assets at end of year	929,453	897,717
Funded status of the plans	(279,647)	(237,806)
Less: Current portion of liability for pension	(46)	(46)
Long term portion of liability for pension	(279,601)	(237,760)
Liability for pension	$ (279,647)	$ (237,806)

As of June 30, 2020 and 2019, the liability for pension is included in the liability for pension and other postretirement plan benefits in the accompanying consolidated balance sheets.

Amounts not yet reflected in net periodic pension expense and included in the change in net assets without donor restrictions include approximately $546,818,000 and $478,394,000 of net actuarial loss as of June 30, 2020 and 2019, respectively.

The estimated amounts to be amortized from net assets without donor restrictions into net periodic pension expense in fiscal year 2021 for net actuarial losses is $12,752,000.

The accumulated benefit obligation for the defined benefit pension plans was approximately $1,209,282 and $1,135,770,000 at June 30, 2020 and 2019, respectively.

The following table sets forth the assumptions used to determine the benefit obligation at June 30, 2020 and 2019:

	2020	2019
Discount rate	3.00% - 3.10%	4.20 % – 4.50 %
Rate of increase in compensation	N/A	N/A

The primary investment objective for the Plan's assets is to support the Pension liabilities of the Pension Plans for Employees of the Health System, by providing long-term capital appreciation and by also using a Liability Driven Investing ("LDI") strategy to partially hedge the impact fluctuating interest rates have on the value of the Plan's liabilities. As of both June 30, 2020 and 2019, it is expected that the LDI strategy will hedge approximately 60% of the interest rate risk associated with pension liabilities. To achieve the appreciation and hedging objectives, the Plans utilize a diversified structure of asset classes designed to achieve stated performance objectives measured on a total return basis, which includes income plus realized and unrealized gains and losses.

The range of target allocation percentages and the target allocations for the various investments are as follows:

	Range of Target Allocations	Target Allocations
Cash and short-term investments	0–5%	3%
U.S. government securities	0–10	5
Domestic debt securities	20–58	40
Global debt securities	6–26	7
Domestic equities	5–35	18
International equities	5–15	11
Emerging market equities	3–13	5
Real estate investment trust funds	0–5	1
Private equity funds	0–5	0
Hedge funds	5–18	10

To the extent an asset class falls outside of its target range on a quarterly basis, the Health System shall determine appropriate steps, as it deems necessary, to rebalance the asset class.

The Boards of Trustees of the Health System, as Plan Sponsors, oversee the design, structure, and prudent professional management of the Health System's Plans' assets, in accordance with Board approved investment policies, roles, responsibilities and authorities and more specifically the following:

- Establishing and modifying asset class targets with Board approved policy ranges,
- Approving the asset class rebalancing procedures,
- Hiring and terminating investment managers, and
- Monitoring performance of the investment managers, custodians and investment consultants.

The hierarchy and inputs to valuation techniques to measure fair value of the Plans' assets are the same as outlined in Note 7. In addition, the estimation of fair value of investments in private equity and hedge funds for which the underlying securities do not have a readily determinable value is made using the NAV per share or its equivalent as a practical expedient. The Health System's Plans own interests in these funds rather than in securities underlying each fund and, therefore, are generally required to consider such investments as Level 2 or 3, even though the underlying securities may not be difficult to value or may be readily marketable.

The following table sets forth the Health System's Plans' investments and deferred compensation plan assets that were accounted for at fair value as of June 30, 2020 and 2019:

	2020					
(in thousands of dollars)	Level 1	Level 2	Level 3	Total	Redemption or Liquidation	Days' Notice
Investments						
Cash and short-term investments	$ -	$ 7,154	$ -	$ 7,154	Daily	1
U.S. government securities	49,843		-	49,843	Daily–Monthly	1–15
Domestic debt securities	133,794	318,259	-	452,053	Daily–Monthly	1–15
Global debt securities	-	69,076	-	69,076	Daily–Monthly	1–15
Domestic equities	152,688	24,947	-	177,635	Daily–Monthly	1–10
International equities	13,555	70,337	-	83,892	Daily–Monthly	1–11
Emerging market equities	-	39,984	-	39,984	Daily–Monthly	1–17
REIT funds	-	2,448	-	2,448	Daily–Monthly	1–17
Private equity funds	-	-	17	17	See Note 7	See Note 7
Hedge funds	-	-	47,351	47,351	Quarterly–Annual	60–96
Total investments	$ 349,880	$ 532,205	$ 47,368	$ 929,453		

	2019					
(in thousands of dollars)	Level 1	Level 2	Level 3	Total	Redemption or Liquidation	Days' Notice
Investments						
Cash and short-term investments	$ 166	$ 18,232	$ -	$ 18,398	Daily	1
U.S. government securities	48,580	-	-	48,580	Daily–Monthly	1–15
Domestic debt securities	122,178	273,424	-	395,602	Daily–Monthly	1–15
Global debt securities	428	75,146	-	75,574	Daily–Monthly	1–15
Domestic equities	159,259	18,316	-	177,575	Daily–Monthly	1–10
International equities	17,232	77,146	-	94,378	Daily–Monthly	1–11
Emerging market equities	321	39,902	-	40,223	Daily–Monthly	1–17
REIT funds	357	2,883	-	3,240	Daily–Monthly	1–17
Private equity funds	-	-	21	21	See Note 7	See Note 7
Hedge funds	-	-	44,126	44,126	Quarterly–Annual	60–96
Total investments	$ 348,521	$ 505,049	$ 44,147	$ 897,717		

The following tables present additional information about the changes in Level 3 assets measured at fair value for the years ended June 30, 2020 and 2019:

	2020		
(in thousands of dollars)	Hedge Funds	Private Equity Funds	Total
Balances at beginning of year	$ 44,126	$ 21	$ 44,147
Net unrealized gains (losses)	3,225	(4)	3,221
Balances at end of year	$ 47,351	$ 17	$ 47,368

(in thousands of dollars)	2019 Hedge Funds	2019 Private Equity Funds	2019 Total
Balances at beginning of year	$ 44,250	$ 23	$ 44,273
Net unrealized losses	(124)	(2)	(126)
Balances at end of year	$ 44,126	$ 21	$ 44,147

The total aggregate net unrealized gains (losses) included in the fair value of the Level 3 investments as of June 30, 2020 and 2019 were approximately $18,261,000 and $14,617,000, respectively. There were no transfers into and out of Level 3 measurements during the years ended June 30, 2020 and 2019.

There were no transfers into and out of Level 1 and 2 measurements due to changes in valuation methodologies during the years ended June 30, 2020 and 2019.

The weighted average asset allocation for the Health System's Plans at June 30, 2020 and 2019 by asset category is as follows:

	2020	2019
Cash and short-term investments	1 %	2 %
U.S. government securities	5	5
Domestic debt securities	49	44
Global debt securities	8	9
Domestic equities	19	20
International equities	9	11
Emerging market equities	4	4
Hedge funds	5	5
	100 %	100 %

The expected long-term rate of return on plan assets is reviewed annually, taking into consideration the asset allocation, historical returns on the types of assets held, and the current economic environment. Based on these factors, it is expected that the pension assets will earn an average of 7.50% per annum.

The Health System is expected to contribute approximately $25,755,000 to the Plans in 2021 however actual contributions may vary from expected amounts.

The following benefit payments, which reflect expected future service, as appropriate, are expected to be paid for the years ending June 30 and thereafter:

(in thousands of dollars)

2021	$ 51,007
2022	53,365
2023	55,466
2024	57,470
2025	59,436
2026 – 2028	321,419

Effective May 1, 2020, the Health System terminated a defined benefit plan and settled the accumulated benefit obligation of $18,795,000 by purchasing nonparticipating annuity contracts. The plan assets at fair value were $11,836,000.

Defined Contribution Plans
The Health System has an employer-sponsored 401(a) plan for certain of its members, under which the employer makes base, transition and discretionary match contributions based on specified percentages of compensation and employee deferral amounts. Total employer contributions to the plan of approximately $51,222,000 and $40,537,000 in 2020 and 2019, respectively, are included in employee benefits in the accompanying consolidated statements of operations and changes in net assets.

Various 403(b) and tax- sheltered annuity plans are available to employees of the Health System. Plan specifications vary by member and plan. No employer contributions were made to any of these plans in 2020 and 2019 respectively.

Postretirement Medical and Life Benefits
The Health System has postretirement medical and life benefit plans covering certain of its active and former employees. The plans generally provide medical or medical and life insurance benefits to certain retired employees who meet eligibility requirements. The plans are not funded.

Net periodic postretirement medical and life benefit (income) cost is comprised of the components listed below for the years ended June 30, 2020 and 2019:

(in thousands of dollars)	2020	2019
Service cost	$ 609	$ 384
Interest cost	1,666	1,842
Net prior service income	(5,974)	(5,974)
Net loss amortization	469	10
	$ (3,230)	$ (3,738)

The following table sets forth the accumulated postretirement medical and life benefit obligation and amounts recognized in the Health System's consolidated financial statements at June 30, 2020 and 2019:

(in thousands of dollars)	2020	2019
Change in benefit obligation		
Benefit obligation at beginning of year	$ 46,671	$ 42,581
Service cost	609	384
Interest cost	1,666	1,842
Benefits paid	(3,422)	(3,149)
Actuarial loss	2,554	5,013
Benefit obligation at end of year	48,078	46,671
Funded status of the plans	$ (48,078)	$ (46,671)
Current portion of liability for postretirement medical and life benefits	$ (3,422)	$ (3,422)
Long term portion of liability for postretirement medical and life benefits	(44,656)	(43,249)
Liability for postretirement medical and life benefits	$ (48,078)	$ (46,671)

As of June 30, 2020 and 2019, the liability for postretirement medical and life benefits is included in the liability for pension and other postretirement plan benefits in the accompanying consolidated balance sheets.

Amounts not yet reflected in net periodic postretirement medical and life benefit income and included in the change in net assets without donor restrictions are as follows:

(in thousands of dollars)	2020	2019
Net prior service income	$ (3,582)	$ (9,556)
Net actuarial loss	10,335	8,386
	$ 6,753	$ (1,170)

The estimated amounts that will be amortized from net assets without donor restrictions into net periodic postretirement income in fiscal year 2021 for net prior service cost is $5,974,000.

The following future benefit payments, which reflect expected future service, as appropriate, are expected to be paid for the year ending June 30, 2021 and thereafter:

(in thousands of dollars)

2021	$	3,422
2022		3,436
2023		3,622
2024		3,642
2025		3,522
2026-2028		16,268

In determining the accumulated postretirement medical and life benefit obligation, the Health System used a discount rate of 2.90% in 2020 and an assumed healthcare cost trend rate of 6.50%, trending down to 5.00% in 2024 and thereafter. Increasing the assumed healthcare cost trend rates by one percentage point in each year would increase the accumulated postretirement medical benefit obligation as of June 30, 2020 and 2019 by $1,772,000 and $1,601,000 and the net periodic postretirement medical benefit cost for the years then ended by $122,000 and $77,000, respectively. Decreasing the assumed healthcare cost trend rates by one percentage point in each year would decrease the accumulated postretirement medical benefit obligation as of June 30, 2020 and 2019 by $1,603,000 and $1,452,000 and the net periodic postretirement medical benefit cost for the years then ended by $108,000 and $71,000, respectively.

12. Professional and General Liability Insurance Coverage

Mary Hitchcock Memorial Hospital and Dartmouth-Hitchcock Clinic, along with Dartmouth College, Cheshire Medical Center, The New London Hospital Association, Mt. Ascutney Hospital and Health Center, and the Visiting Nurse and Hospice for VT and NH are provided professional and general liability insurance on a claims-made basis through Hamden Assurance Risk Retention Group, Inc. (RRG), a VT captive insurance company. Effective November 1, 2018 Alice Peck Day Memorial Hospital is provided professional and general liability insurance coverage through RRG. RRG reinsures the majority of this risk to Hamden Assurance Company Limited (HAC), a captive insurance company domiciled in Bermuda and to a variety of commercial reinsurers. Mary Hitchcock Memorial Hospital, Dartmouth-Hitchcock Clinic, and Dartmouth College have ownership interests in both HAC and RRG. The insurance program provides coverage to the covered institutions and named insureds on a modified claims-made basis which means coverage is triggered when claims are made. Premiums and related insurance deposits are actuarially determined based on asserted liability claims adjusted for future development. The reserves for outstanding losses are recorded on an undiscounted basis.

Selected financial data of HAC and RRG, taken from the latest available financial statements at June 30, 2020 and 2019, are summarized as follows:

	2020		
	HAC	RRG	Total
(in thousands of dollars)			
Assets	$ 93,686	$ 1,785	$ 95,471
Shareholders' equity	13,620	50	13,670

	2019		
	HAC	RRG	Total
(in thousands of dollars)			
Assets	$ 75,867	$ 2,201	$ 78,068
Shareholders' equity	13,620	50	13,670

13. Commitments and Contingencies

Litigation
The Health System is involved in various malpractice claims and legal proceedings of a nature considered normal to its business. The claims are in various stages and some may ultimately be brought to trial. While it is not feasible to predict or determine the outcome of any of these claims, it is the opinion of management that the final outcome of these claims will not have a material effect on the consolidated financial position of the Health System.

Lines of Credit
The Health System has entered into Loan Agreements with financial institutions establishing access to revolving loans ranging from $10,000,000 up to $30,000,000. Interest is variable and determined using LIBOR or the Wall Street Journal Prime Rate. The Loan Agreements are due to expire March 31, 2021. There was no outstanding balance under the lines of credit as of June 30, 2020 and 2019. Interest expense was approximately $20,000 and $95,000, respectively, and is included in the consolidated statements of operations and changes in net assets.

14. Functional Expenses

Operating expenses are presented by functional classification in accordance with the overall service missions of the Health System. Each functional classification displays all expenses related to the underlying operations by natural classification. Salaries, employee benefits, medical supplies and medications, and purchased services and other expenses are generally considered variable and are allocated to the mission that best aligns to the type of service provided. Medicaid enhancement tax is allocated to program services. Interest expense is allocated based on usage of debt-financed space. Depreciation and amortization is allocated based on square footage and specific identification of equipment used by department.

Operating expenses of the Health System by functional and natural basis are as follows for the year ended June 30, 2020:

	2020			
(in thousands of dollars)	Program Services	Management and General	Fundraising	Total
Operating expenses				
Salaries	$ 981,320	$ 161,704	$ 1,799	$ 1,144,823
Employee benefits	231,361	41,116	395	272,872
Medical supplies and medications	454,143	1,238	-	455,381
Purchased services and other	236,103	120,563	3,830	360,496
Medicaid enhancement tax	76,010	-	-	76,010
Depreciation and amortization	26,110	65,949	105	92,164
Interest	5,918	21,392	12	27,322
Total operating expenses	$ 2,010,965	$ 411,962	$ 6,141	$ 2,429,068

	Program Services	Management and General	Fundraising	Total
Non-operating income				
Employee benefits	$ 9,239	$ 1,549	$ 22	$ 10,810
Total non-operating income	$ 9,239	$ 1,549	$ 22	$ 10,810

Operating expenses of the Health System by functional and natural basis are as follows for the year ended June 30, 2019:

	2019			
(in thousands of dollars)	Program Services	Management and General	Fundraising	Total
Operating expenses				
Salaries	$ 922,902	$ 138,123	$ 1,526	$ 1,062,551
Employee benefits	188,634	73,845	333	262,812
Medical supplies and medications	406,782	1,093	-	407,875
Purchased services and other	212,209	108,783	2,443	323,435
Medicaid enhancement tax	70,061	-	-	70,061
Depreciation and amortization	37,528	50,785	101	88,414
Interest	3,360	22,135	19	25,514
Total operating expenses	$ 1,841,476	$ 394,764	$ 4,422	$ 2,240,662

	Program Services	Management and General	Fundraising	Total
Non-operating income				
Employee benefits	$ 9,651	$ 1,556	$ 14	$ 11,221
Total non-operating income	$ 9,651	$ 1,556	$ 14	$ 11,221

15. Liquidity

The Health System is substantially supported by cash generated from operations. In addition, the Health System holds financial assets for specific purposes which are limited as to use. Thus, certain financial assets reported on the accompanying consolidated balance sheet may not be available for general expenditure within one year of the balance sheet date.

The Health System's financial assets available at June 30, 2020 and 2019 to meet cash needs for general expenditures within one year of June 30, 2020 and 2019, are as follows:

(in thousands of dollars)	2020	2019
Cash and cash equivalents	$ 453,223	$ 143,587
Patient accounts receivable	183,819	221,125
Assets limited as to use	1,134,526	876,249
Other investments for restricted activities	140,580	134,119
Total financial assets	$ 1,912,148	$ 1,375,080
Less: Those unavailable for general expenditure within one year:		
Investments held by captive insurance companies	54,596	66,082
Investments for restricted activities	140,580	134,119
Bond proceeds held for capital projects	245,484	-
Other investments with liquidity horizons greater than one year	111,408	97,063
Total financial assets available within one year	$ 1,360,080	$ 1,077,816

For the years ended June 30, 2020 and June 30, 2019, the Health System generated positive cash flow from operations of approximately $269,144,000 and $161,145,000, respectively. In addition, the Health System's liquidity management plan includes investing excess daily cash in intermediate or long term investments based on anticipated liquidity needs. The Health System has an available line of credit of up to $30,000,000 which it can draw upon as needed to meet its liquidity needs. See Note 13 for further details on the line of credit.

16. Lease Commitments

In February 2016, the FASB issued ASU 2016-02 (Topic 842) "Leases." Topic 842 supersedes the lease requirements in Accounting Standards Codification Topic 840, "Leases." Under Topic 842, lessees are required to recognize assets and liabilities on the balance sheet for most leases and provide enhanced disclosures. Leases will be classified as either finance or operating. D-HH adopted Topic 842 effective July 1, 2019.

D-HH applied Topic 842 to all leases as of July 1, 2019 with comparative periods continuing to be reported under Topic 840. We have elected the practical expedient package to not reassess at adoption (i) expired or existing contracts for whether they are or contain a lease, (ii) the lease classification of any existing leases or (iii) initial direct costs for existing leases. We have also elected the policy exemption that allows lessees to choose to not separate lease and non-lease components by class of underlying asset and are applying this expedient to all relevant asset classes.

D-HH determines if an arrangement is or contains a lease at inception of the contract. Right-of-use assets represent our right to use the underlying assets for the lease term and our lease liabilities represent our obligation to make lease payments arising from the leases. Right-of-use assets and lease liabilities are recognized at commencement date based on the present value of lease payments over the lease term. We use the implicit rate noted within the contract. If not readily available, we use our estimated incremental borrowing rate, which is derived using a collateralized borrowing rate for the same currency and term as the associated lease. A right-of-use asset and lease liability is not recognized for leases with an initial term of 12 months or less and we recognize lease expense for these leases on a straight-line basis over the lease term within lease and rental expense.

Our operating leases are primarily for real estate, including certain acute care facilities, off-campus outpatient facilities, medical office buildings, and corporate and other administrative offices. Our real estate lease agreements typically have initial terms of 5 to 10 years. These real estate leases may include one or more options to renew, with renewals that can extend the lease term from 2 to 5 years. The exercise of lease renewal options is at our sole discretion. When determining the lease term, we included options to extend or terminate the lease when it is reasonably certain that we will exercise that option.

On adoption, the Health System recognized lease liabilities and right-of-use assets of $60,269,884, respectively.

The components of lease expense for the year ended June 30, 2020 are as follows:

(in thousands of dollars)	**12 months ended June 30, 2020**
Operating lease cost	8,992
Variable and short term lease cost (a)	1,497
Total lease and rental expense	10,489
Finance lease cost:	
Depreciation of property under finance lease	2,454
Interest on debt of property under finance lease	524
Total finance lease cost	2,978

(a) Includes equipment, month-to-month and leases with a maturity of less than 12 months.

Supplemental cash flow information related to leases for the year ended June 30, 2020 are as follows:

(in thousands of dollars)	**12 months ended June 30, 2020**
Cash paid for amounts included in the measurement of lease liabilities:	
Operating cash flows from operating leases	8,755
Operating cash flows from finance leases	542
Financing cash flows from finance leases	2,429
	$ 11,726

Supplemental balance sheet information related to leases as of June 30, 2020 are as follows:

(in thousands of dollars)	**12 months ended June 30, 2020**
Operating Leases	
Right of use assets - operating leases	42,621
Accumulated amortization	(8,425)
Right of use assets - operating leases, net	**34,196**
Current portion of right of use obligations	9,194
Long-term right of use obligations, excluding current portion	25,308
Total operating lease liabilities	**34,502**
Finance Leases	
Right of use assets - finance leases	26,076
Accumulated depreciation	(2,687)
Right of use assets - finance leases, net	**23,389**
Current portion of right of use obligations	2,581
Long-term right of use obligations, excluding current portion	21,148
Total finance lease liabilities	**23,729**
Weighted Average remaining lease term, years	
Operating leases	4.64
Finance leases	19.39
Weighted Average discount rate	
Operating leases	2.24%
Finance leases	2.22%

Included in the $42.6 million of right-of-use assets obtained in exchange for operating lease obligations is $5.6 million of new and modified operating leases entered into during the year ended June 30, 2020. Included in the $26.1 million of right-of-use assets obtained in exchange for finance lease obligations is $2.3 million of new and modified operating leases entered into during the year ended June 30, 2020.

Future maturities of lease liabilities as of June 30, 2020 are as follows:

(in thousands of dollars)	Operating Leases	Finance Leases
Year ending June 30:		
2021	9,852	3,314
2022	8,274	3,003
2023	6,836	2,718
2024	5,650	1,892
2025	3,023	1,109
Thereafter	2,794	17,339
Total lease payments	36,429	29,374
Less: Imputed interest	1,927	5,645
Total lease payments	$ 34,502	$ 23,729

Future minimum rental payments under lease commitments with a term of more than one year as of June 30, 2019, prior to our adoption of ASC 842 are as follows:

(in thousands of dollars)	Capital Leases	Operating Leases
Year ending June 30:		
2020	1,706	11,342
2021	1,467	10,469
2022	1,471	7,488
2023	1,494	6,303
2024	1,230	4,127
Thereafter	10,158	5,752
Total lease payments	$ 17,526	$ 45,481

The Health System's rental expense totaled approximately $12,707,000 for the year ended June 30, 2019.

17. COVID - 19

In March 2020, the World Health Organization declared the COVID-19 outbreak a pandemic and the United States federal government declared COVID-19 a national emergency. The Health System quickly developed and implemented an emergency response to the situation to ensure the safety of its patients and staff across the System. A key decision was made to postpone elective and non-urgent care in mid-March. Several factors drove that decision, including efforts to reduce the spread of COVID-19; conservation of personal protective equipment ("PPE"), which was and remains in critically short supply worldwide; and at the urging of the CDC and U.S. Surgeon General who in March urged all hospitals to reduce the number of elective procedures and visits.

On March 27, 2020, the President of the United States signed into law the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") to provide economic assistance to a wide array of industries to ease the financial impact of COVID-19. As part of the CARES Act, the Centers for Medicare and Medicaid Services ("CMS") expanded its Accelerated and Advance Payment Program which allows participants to receive expedited payments during periods of national emergencies.

As of June 30, 2020, the Health System has received approximately $88,877,000 in governmental assistance including funding under the CARES Act. This includes recognition of approximately $88,725,000 of stimulus revenue recorded as a component of other operating revenue in the consolidated statements of operations and changes in net assets as a result of satisfying the conditions of general and targeted grant funding under the Provider Relief Fund established by the CARES Act. The Health System recognized revenue related to the CARES Act provider relief funding based on information contained in laws and regulations, as well as interpretations issued by the HHS, governing the funding that was publicly available as of June 30, 2020. The Health System recorded approximately $239,500,000 attributable to the Medicare Accelerated and Advance Payment Program representing working capital financing to be repaid through the provision of future services. These funds are recorded as a contract liability as a payment received before performing services. This amount is reported as a component of estimated third party settlements in the consolidated balance sheet as of June 30, 2020. Subsequent to June 30, 2020, the Health System received additional stimulus funding attributable to a targeted distribution of approximately $19,700,000 for Safety Net Hospitals and $2,500,000 for a general distribution.

Additionally, the CARES Act provides for payroll tax relief, including employee retention tax credits and the deferral of all employer Social Security tax payments to help employers in the face of economic hardship related to the COVID-19 pandemic. As of June 30, 2020, the Health System deferred approximately $13,727,000 attributable to the employer portion of Social Security taxes and $2,600,000 of employee retention tax credits. D-HH Leadership has also taken advantage of additional Federal and State programs including the Payroll Tax Deferral, Employee Retention Credit, First Responder Support, Front-Line Employees Hazard Pay Grant Program and FEMA funding to help offset some of the incremental costs being incurred to provide comprehensive and safe care during the pandemic.

18. Subsequent Events

The Health System has assessed the impact of subsequent events through November 17, 2020, the date the audited consolidated financial statements were issued, and has concluded that there were no such events that require adjustment to the audited consolidated financial statements or disclosure in the notes to the audited consolidated financial statements other than as noted below.

HHS Reporting Requirements for the CARES Act

In September 2020 and October 2020, HHS issued new reporting requirements for the CARES Act provider relief funding. The new requirements first require Hospitals to identify healthcare-related expenses attributable to the COVID-19 pandemic that remain unreimbursed by another source. If those expenses do not exceed the provider relief funding received, Hospitals will need to demonstrate that the remaining provider relief funds were used to compensate for a negative variance in year over year patient service revenue. HHS is entitled to recoup Provider Relief Funding in excess of the sum of expenses attributable to the COVID-19 pandemic that remain unreimbursed by another source and the decline in calendar year over year patient care revenue. Due to these new reporting requirements there is at least a reasonable possibility that amounts recorded under the CARES Act provider relief fund by the Health System may change in future periods.

Medicare and Medicaid Services ("CMS") expanded Accelerated and Advance Payment Program

In October 2020, new regulations were issued to revise the recoupment start date from August 2020 to April 2021.

Note Payable Amendment

In October 2020, the note payable issued to TD Bank in May 2020 was amended. Under the amended terms, the interest on the note payable is fixed at a rate of 2.56%, and matures in 2035. Repayment terms are semi-annual, interest only through July 2024, with annual principal payments to begin August 2024. The obligation can be satisfied at any time beforehand, without penalty.

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Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Balance Sheets
June 30, 2020

(in thousands of dollars)	Dartmouth-Hitchcock Health	Dartmouth-Hitchcock	Cheshire Medical Center	Alice Peck Day Memorial	New London Hospital Association	Mt. Ascutney Hospital and Health Center	Eliminations	DH Obligated Group Subtotal	All Other Non-Oblig Group Affiliates	Eliminations	Health System Consolidated
Assets											
Current assets											
Cash and cash equivalents	$ 108,856	$ 217,352	$ 43,940	$ 26,079	$ 22,874	$ 14,377	$ -	$ 433,478	$ 19,745	$ -	$ 453,223
Patient accounts receivable, net	-	146,886	11,413	8,634	10,200	4,367	-	181,500	2,319	-	183,819
Prepaid expenses and other current assets	25,243	179,432	37,538	3,808	6,105	1,715	(82,822)	171,019	(8,870)	(243)	161,906
Total current assets	134,099	543,670	92,891	38,521	39,179	20,459	(82,822)	785,997	13,194	(243)	798,948
Assets limited as to use	344,737	927,207	19,376	13,044	12,768	12,090	(235,568)	1,093,654	40,872	-	1,134,526
Notes receivable, related party	848,250	593	-	1,211	-	-	(848,843)	1,211	(1,211)	-	-
Other investments for restricted activities	-	98,490	6,970	97	3,077	6,266	-	114,900	25,680	-	140,580
Property, plant, and equipment, net	8	466,938	64,803	20,805	43,612	16,823	-	612,989	30,597	-	643,586
Right of use assets	1,542	32,714	1,822	17,574	621	3,221	-	57,494	91	-	57,585
Other assets	2,242	122,481	1,299	14,748	5,482	4,603	(10,971)	139,884	(2,546)	-	137,338
Total assets	$ 1,330,878	$ 2,192,093	$ 187,161	$ 106,000	$ 104,739	$ 63,462	$ (1,178,204)	$ 2,806,129	$ 106,677	$ (243)	$ 2,912,563
Liabilities and Net Assets											
Current liabilities											
Current portion of long-term debt	$ -	$ 7,380	$ 865	$ 747	$ 147	$ 232	$ -	$ 9,371	$ 96	$ -	$ 9,467
Current portion of right of use obligations	338	8,752	420	1,316	259	631	-	11,716	59	-	11,775
Current portion of liability for pension and other postretirement plan benefits	-	3,468	-	-	-	-	-	3,468	-	-	3,468
Accounts payable and accrued expenses	272,764	126,283	39,845	3,087	4,250	3,406	(318,391)	131,244	(1,985)	(243)	129,016
Accrued compensation and related benefits	-	122,392	7,732	3,570	3,875	3,582	-	141,151	1,840	-	142,991
Estimated third-party settlements	-	210,144	34,664	25,421	24,667	6,430	-	301,326	1,199	-	302,525
Total current liabilities	273,102	478,419	83,526	34,141	33,198	14,281	(318,391)	598,276	1,209	(243)	599,242
Notes payable, related party	-	814,525	-	-	27,718	6,600	(848,843)	-	-	-	-
Long-term debt, excluding current portion	1,050,694	37,373	23,617	24,312	147	10,595	(10,970)	1,135,768	2,762	-	1,138,530
Right of use obligations, excluding current portion	1,203	24,290	1,432	16,429	368	2,698	-	46,420	36	-	46,456
Insurance deposits and related liabilities	-	75,697	475	325	388	220	-	77,105	41	-	77,146
Liability for pension and other postretirement plan benefits, excluding current portion	-	301,907	21,840	-	-	511	-	324,258	(1)	-	324,257
Other liabilities	-	117,631	1,506	384	2,026	-	-	121,547	22,131	-	143,678
Total liabilities	1,324,999	1,849,842	132,396	75,591	63,845	34,905	(1,178,204)	2,303,374	26,178	(243)	2,329,309
Commitments and contingencies											
Net assets											
Net assets without donor restrictions	5,524	242,824	47,729	29,464	36,158	21,247	-	382,946	48,040	40	431,026
Net assets with donor restrictions	355	99,427	7,036	945	4,736	7,310	-	119,809	32,459	(40)	152,228
Total net assets	5,879	342,251	54,765	30,409	40,894	28,557	-	502,755	80,499	-	583,254
Total liabilities and net assets	$ 1,330,878	$ 2,192,093	$ 187,161	$ 106,000	$ 104,739	$ 63,462	$ (1,178,204)	$ 2,806,129	$ 106,677	$ (243)	$ 2,912,563

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Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Balance Sheets
June 30, 2020

(in thousands of dollars)	D-HH and Other Subsidiaries	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH and Subsidiaries	MAHHC and Subsidiaries	APD and Subsidiaries	VNH and Subsidiaries	Eliminations	Health System Consolidated
Assets									
Current assets									
Cash and cash equivalents	$ 108,856	$ 218,295	$ 47,642	$ 22,874	$ 14,568	$ 34,072	$ 6,916	$ -	$ 453,223
Patient accounts receivable, net	-	146,887	11,413	10,200	4,439	8,634	2,246	-	183,819
Prepaid expenses and other current assets	25,243	180,137	27,607	6,105	1,737	2,986	1,156	(83,065)	161,906
Total current assets	134,099	545,319	86,662	39,179	20,744	45,692	10,318	(83,065)	798,948
Assets limited as to use	344,737	946,938	18,001	12,768	13,240	13,044	21,366	(235,568)	1,134,526
Notes receivable, related party	848,250	593	-	-	-	-	-	(848,843)	-
Other investments for restricted activities	-	105,869	25,272	3,077	6,265	97	-	-	140,580
Property, plant, and equipment, net	8	469,613	68,374	43,612	18,432	40,126	3,421	-	643,586
Right of use assets	1,542	32,714	1,822	621	3,220	17,574	92	-	57,585
Other assets	2,242	122,647	7,429	5,482	2,152	8,199	158	(10,971)	137,338
Total assets	$ 1,330,878	$ 2,223,693	$ 207,560	$ 104,739	$ 64,053	$ 124,732	$ 35,355	$ (1,178,447)	$ 2,912,563
Liabilities and Net Assets									
Current liabilities									
Current portion of long-term debt	$ -	$ 7,380	$ 865	$ 147	$ 257	$ 747	$ 71	$ -	$ 9,467
Current portion of right of use obligations	338	8,752	420	259	631	1,316	59	-	11,775
Current portion of liability for pension and other postretirement plan benefits	-	3,468	-	-	-	-	-	-	3,468
Accounts payable and accrued expenses	272,762	126,684	35,117	4,251	3,517	3,528	1,791	(318,634)	129,016
Accrued compensation and related benefits	-	122,392	7,732	3,875	3,626	3,883	1,483	-	142,991
Estimated third-party settlements	-	210,143	34,664	24,667	6,430	25,421	1,200	-	302,525
Total current liabilities	273,100	478,819	78,798	33,199	14,461	34,895	4,604	(318,634)	599,242
Notes payable, related party	-	814,525	-	27,718	6,600	-	-	(848,843)	-
Long-term debt, excluding current portion	1,050,694	37,373	23,618	147	10,867	24,312	2,489	(10,970)	1,138,530
Right of use obligations, excluding current portion	1,203	24,290	1,433	368	2,700	16,429	33	-	46,456
Insurance deposits and related liabilities	-	75,697	475	388	222	325	39	-	77,146
Liability for pension and other postretirement plan benefits, excluding current portion	-	301,907	21,840	-	510	-	-	-	324,257
Other liabilities	-	117,631	1,506	2,026	-	22,515	-	-	143,678
Total liabilities	1,324,997	1,850,242	127,670	63,846	35,360	98,476	7,165	(1,178,447)	2,329,309
Commitments and contingencies									
Net assets									
Net assets without donor restrictions	5,526	266,327	48,549	36,158	21,385	24,881	28,160	40	431,026
Net assets with donor restrictions	355	107,124	31,341	4,735	7,308	1,375	30	(40)	152,228
Total net assets	5,881	373,451	79,890	40,893	28,693	26,256	28,190	-	583,254
Total liabilities and net assets	$ 1,330,878	$ 2,223,693	$ 207,560	$ 104,739	$ 64,053	$ 124,732	$ 35,355	$ (1,178,447)	$ 2,912,563

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Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Balance Sheets
June 30, 2019

(in thousands of dollars)	Dartmouth-Hitchcock Health	Dartmouth-Hitchcock	Cheshire Medical Center	Alice Peck Day Memorial	New London Hospital Association	Mt. Ascutney Hospital and Health Center	Eliminations	DH Obligated Group Subtotal	All Other Non-Oblig Group Affiliates	Eliminations	Health System Consolidated
Assets											
Current assets											
Cash and cash equivalents	$ 42,456	$ 47,465	$ 9,411	$ 7,066	$ 10,462	$ 8,372	$ -	$ 125,232	$ 18,355	$ -	$ 143,587
Patient accounts receivable, net	-	180,938	15,880	7,279	8,960	5,010	-	218,067	3,058	-	221,125
Prepaid expenses and other current assets	14,178	139,034	8,563	2,401	5,567	1,423	(74,083)	97,083	1,421	(3,009)	95,495
Total current assets	56,634	367,437	33,854	16,746	24,989	14,805	(74,083)	440,382	22,834	(3,009)	460,207
Assets limited as to use	92,602	688,485	18,759	12,684	12,427	11,619	-	836,576	39,673	-	876,249
Notes receivable, related party	553,484	752	-	1,406	-	-	(554,236)	1,406	(1,406)	-	-
Other investments for restricted activities	-	91,882	6,970	31	2,973	6,323	-	108,179	25,940	-	134,119
Property, plant, and equipment, net	22	432,277	67,147	30,945	41,946	17,797	-	590,134	31,122	-	621,256
Right of use assets	-	-	-	-	-	-	-	-	-	-	-
Other assets	3,518	108,208	1,279	15,019	6,042	4,388	(10,970)	127,484	(3,013)	-	124,471
Total assets	$ 706,260	$ 1,689,041	$ 128,009	$ 76,831	$ 88,377	$ 54,932	$ (639,289)	$ 2,104,161	$ 115,150	$ (3,009)	$ 2,216,302
Liabilities and Net Assets											
Current liabilities											
Current portion of long-term debt	$ -	$ 8,226	$ 830	$ 954	$ 547	$ 262	$ -	$ 10,819	$ 95	$ -	$ 10,914
Current portion of right of use obligations	-	-	-	-	-	-	-	-	-	-	-
Current portion of liability for pension and other postretirement plan benefits	-	3,468	-	-	-	-	-	3,468	-	-	3,468
Accounts payable and accrued expenses	55,499	99,884	15,620	6,299	3,878	2,776	(74,083)	109,873	6,953	(3,009)	113,817
Accrued compensation and related benefits	-	110,639	5,851	3,694	2,313	4,270	-	126,767	1,641	-	128,408
Estimated third-party settlements	-	26,405	103	1,290	10,851	2,921	-	41,570	-	-	41,570
Total current liabilities	55,499	248,622	22,404	12,237	17,589	10,229	(74,083)	292,497	8,689	(3,009)	298,177
Notes payable, related party	-	526,202	-	-	28,034	-	(554,236)	-	-	-	-
Long-term debt, excluding current portion	643,257	44,820	24,503	35,604	643	11,465	(10,970)	749,322	2,858	-	752,180
Right of use obligations, excluding current portion	-	-	-	-	-	-	-	-	-	-	-
Insurance deposits and related liabilities	-	56,786	440	513	388	240	-	58,367	40	-	58,407
Liability for pension and other postretirement plan benefits, excluding current portion	-	266,427	10,262	-	-	4,320	-	281,009	-	-	281,009
Other liabilities	-	98,201	1,104	28	1,585	-	-	100,918	23,218	-	124,136
Total liabilities	698,756	1,241,058	58,713	48,382	48,239	26,254	(639,289)	1,482,113	34,805	(3,009)	1,513,909
Commitments and contingencies											
Net assets											
Net assets without donor restrictions	7,486	356,880	63,051	27,653	35,518	21,242	-	511,830	48,063	40	559,933
Net assets with donor restrictions	18	91,103	6,245	796	4,620	7,436	-	110,218	32,282	(40)	142,460
Total net assets	7,504	447,983	69,296	28,449	40,138	28,678	-	622,048	80,345	-	702,393
Total liabilities and net assets	$ 706,260	$ 1,689,041	$ 128,009	$ 76,831	$ 88,377	$ 54,932	$ (639,289)	$ 2,104,161	$ 115,150	$ (3,009)	$ 2,216,302

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Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Balance Sheets
June 30, 2019

(in thousands of dollars)	D-HH and Other Subsidiaries	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH and Subsidiaries	MAHHC and Subsidiaries	APD	VNH and Subsidiaries	Eliminations	Health System Consolidated
Assets									
Current assets									
Cash and cash equivalents	$ 42,456	$ 48,052	$ 11,952	$ 11,120	$ 8,549	$ 15,772	$ 5,686	$ -	$ 143,587
Patient accounts receivable, net	-	180,938	15,880	8,960	5,060	7,280	3,007	-	221,125
Prepaid expenses and other current assets	14,178	139,832	9,460	5,567	1,401	1,678	471	(77,092)	95,495
Total current assets	56,634	368,822	37,292	25,647	15,010	24,730	9,164	(77,092)	460,207
Assets limited as to use	92,602	707,597	17,383	12,427	12,738	12,685	20,817	-	876,249
Notes receivable, related party	553,484	752	-	-	-	-	-	(554,236)	-
Other investments for restricted activities	-	99,807	24,985	2,973	6,323	31	-	-	134,119
Property, plant, and equipment, net	22	434,953	70,846	42,423	19,435	50,338	3,239	-	621,256
Right of use assets	-	-	-	-	-	-	-	-	-
Other assets	3,518	108,366	7,388	5,476	1,931	8,688	74	(10,970)	124,471
Total assets	$ 706,260	$ 1,720,297	$ 157,894	$ 88,946	$ 55,437	$ 96,472	$ 33,294	$ (642,298)	$ 2,216,302
Liabilities and Net Assets									
Current liabilities									
Current portion of long-term debt	$ -	$ 8,226	$ 830	$ 547	$ 288	$ 954	$ 69	$ -	$ 10,914
Current portion of right of use obligations	-	-	-	-	-	-	-	-	-
Current portion of liability for pension and other postretirement plan benefits	-	3,468	-	-	-	-	-	-	3,468
Accounts payable and accrued expenses	55,499	100,441	19,356	3,879	2,856	6,704	2,174	(77,092)	113,817
Accrued compensation and related benefits	-	110,639	5,851	2,313	4,314	4,192	1,099	-	128,408
Estimated third-party settlements	-	26,405	103	10,851	2,921	1,290	-	-	41,570
Total current liabilities	55,499	249,179	26,140	17,590	10,379	13,140	3,342	(77,092)	298,177
Notes payable, related party	-	526,202	-	28,034	-	-	-	(554,236)	-
Long-term debt, excluding current portion	643,257	44,820	24,503	643	11,763	35,604	2,560	(10,970)	752,180
Right of use obligations, excluding current portion	-	-	-	-	-	-	-	-	-
Insurance deposits and related liabilities	-	56,786	440	388	240	513	40	-	58,407
Liability for pension and other postretirement plan benefits, excluding current portion	-	266,427	10,262	-	4,320	-	-	-	281,009
Other liabilities	-	98,201	1,115	1,585	-	23,235	-	-	124,136
Total liabilities	698,756	1,241,615	62,460	48,240	26,702	72,492	5,942	(642,298)	1,513,909
Commitments and contingencies									
Net assets									
Net assets without donor restrictions	7,486	379,498	65,873	36,087	21,300	22,327	27,322	40	559,933
Net assets with donor restrictions	18	99,184	29,561	4,619	7,435	1,653	30	(40)	142,460
Total net assets	7,504	478,682	95,434	40,706	28,735	23,980	27,352	-	702,393
Total liabilities and net assets	$ 706,260	$ 1,720,297	$ 157,894	$ 88,946	$ 55,437	$ 96,472	$ 33,294	$ (642,298)	$ 2,216,302

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Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Statements of Operations and Changes in Net Assets without Donor Restrictions
Year Ended June 30, 2020

(in thousands of dollars)	Dartmouth-Hitchcock Health	Dartmouth-Hitchcock	Cheshire Medical Center	Alice Peck Day Memorial	New London Hospital Association	Mt. Ascutney Hospital and Health Center	Eliminations	DH Obligated Group Subtotal	All Other Non-Oblig Group Affiliates	Eliminations	Health System Consolidated
Operating revenue and other support											
Patient service revenue	$ -	$ 1,490,516	$ 207,416	$ 65,496	$ 53,943	$ 41,349	$ -	$ 1,858,720	$ 21,305	$ -	$ 1,880,025
Contracted revenue	5,369	114,906	400	-	10	7,427	(54,543)	73,569	498	(39)	74,028
Other operating revenue	26,349	321,028	16,406	7,179	10,185	7,847	(28,972)	360,022	15,128	(528)	374,622
Net assets released from restrictions	409	13,013	1,315	162	160	84	-	15,143	1,117	-	16,260
Total operating revenue and other support	32,127	1,939,463	225,537	72,837	64,298	56,707	(83,515)	2,307,454	38,048	(567)	2,344,935
Operating expenses											
Salaries	-	947,275	115,777	37,596	33,073	27,600	(34,706)	1,126,615	17,007	1,201	1,144,823
Employee benefits	-	227,138	26,979	6,214	6,741	6,344	(4,864)	268,552	4,009	311	272,872
Medications and medical supplies	-	401,165	36,313	8,390	5,140	2,944	-	453,952	1,429	-	455,381
Purchased services and other	13,615	284,714	31,864	11,639	14,311	13,351	(20,942)	348,552	13,943	(1,999)	360,496
Medicaid enhancement tax	-	59,708	8,476	3,226	2,853	1,747	-	76,010	-	-	76,010
Depreciation and amortization	14	71,108	9,351	3,361	3,601	2,475	-	89,910	2,254	-	92,164
Interest	25,780	23,431	953	906	1,097	252	(25,412)	27,007	315	-	27,322
Total operating expenses	39,409	2,014,539	229,713	71,332	66,816	54,713	(85,924)	2,390,598	38,957	(487)	2,429,068
Operating (loss) margin	(7,282)	(75,076)	(4,176)	1,505	(2,518)	1,994	2,409	(83,144)	(909)	(80)	(84,133)
Non-operating gains (losses)											
Investment income (losses), net	4,877	18,522	714	292	359	433	(198)	24,999	2,048	-	27,047
Other components of net periodic pension and post retirement benefit income	-	8,793	1,883	-	-	134	-	10,810	-	-	10,810
Other (losses) income, net	(3,932)	(1,077)	(569)	(205)	544	4,317	(2,211)	(3,133)	346	80	(2,707)
Total non-operating gains (losses), net	945	26,238	2,028	87	903	4,884	(2,409)	32,676	2,394	80	35,150
(Deficiency) excess of revenue over expenses	(6,337)	(48,838)	(2,148)	1,592	(1,615)	6,878	-	(50,468)	1,485	-	(48,983)
Net assets without donor restrictions											
Net assets released from restrictions for capital	-	564	179	-	344	300	-	1,387	27	-	1,414
Change in funded status of pension and other postretirement benefits	-	(58,513)	(13,321)	-	-	(7,188)	-	(79,022)	-	-	(79,022)
Net assets transferred to (from) affiliates	4,375	(7,269)	(32)	219	1,911	15	-	(781)	781	-	-
Other changes in net assets	-	-	-	-	-	-	-	-	(2,316)	-	(2,316)
Increase in net assets without donor restrictions	$ (1,962)	$ (114,056)	$ (15,322)	$ 1,811	$ 640	$ 5	$ -	$ (128,884)	$ (23)	$ -	$ (128,907)

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Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Statements of Operations and Changes in Net Assets without Donor Restrictions
Year Ended June 30, 2020

(in thousands of dollars)	D-HH and Other Subsidiaries	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH and Subsidiaries	MAHHC and Subsidiaries	APD and Subsidiaries	VNH and Subsidiaries	Eliminations	Health System Consolidated
Operating revenue and other support									
Patient service revenue	$ -	$ 1,490,516	$ 207,416	$ 53,943	$ 41,348	$ 65,496	$ 21,306	$ -	$ 1,880,025
Contracted revenue	5,369	115,403	400	10	7,427	-	-	(54,581)	74,028
Other operating revenue	26,349	323,151	16,472	10,185	9,482	16,726	1,757	(29,500)	374,622
Net assets released from restrictions	409	13,660	1,335	160	83	613	-	-	16,260
Total operating revenue and other support	32,127	1,942,730	225,623	64,298	58,340	82,835	23,063	(84,081)	2,344,935
Operating expenses									
Salaries	-	947,275	115,809	33,073	28,477	41,085	12,608	(33,504)	1,144,823
Employee benefits	-	227,138	26,988	6,741	6,517	7,123	2,918	(4,553)	272,872
Medications and medical supplies	-	401,165	36,313	5,140	2,941	8,401	1,421	-	455,381
Purchased services and other	13,615	287,948	32,099	14,311	13,767	14,589	7,108	(22,941)	360,496
Medicaid enhancement tax	-	59,708	8,476	2,853	1,747	3,226	-	-	76,010
Depreciation and amortization	14	71,109	9,480	3,601	2,596	5,004	360	-	92,164
Interest	25,780	23,431	953	1,097	252	1,159	62	(25,412)	27,322
Total operating expenses	39,409	2,017,774	230,118	66,816	56,297	80,587	24,477	(86,410)	2,429,068
Operating (loss) margin	(7,282)	(75,044)	(4,495)	(2,518)	2,043	2,248	(1,414)	2,329	(84,133)
Non-operating gains (losses)									
Investment income (losses), net	4,877	19,361	1,305	359	463	292	588	(198)	27,047
Other components of net periodic pension and post retirement benefit income	-	8,793	1,883	-	134	-	-	-	10,810
Other (losses) income, net	(3,932)	(1,077)	(569)	(25)	4,318	(205)	914	(2,131)	(2,707)
Total non-operating gains (losses), net	945	27,077	2,619	334	4,915	87	1,502	(2,329)	35,150
(Deficiency) excess of revenue over expenses	(6,337)	(47,967)	(1,876)	(2,184)	6,958	2,335	88	-	(48,983)
Net assets without donor restrictions									
Net assets released from restrictions for capital	-	591	179	344	300	-	-	-	1,414
Change in funded status of pension and other postretirement benefits	-	(58,513)	(13,321)	-	(7,188)	-	-	-	(79,022)
Net assets transferred to (from) affiliates	4,377	(7,282)	10	1,911	15	219	750	-	-
Other changes in net assets	-	-	(2,316)	-	-	-	-	-	(2,316)
Increase in net assets without donor restrictions	$ (1,960)	$ (113,171)	$ (17,324)	$ 71	$ 85	$ 2,554	$ 838	$ -	$ (128,907)

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Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Statements of Operations and Changes in Net Assets without Donor Restrictions
Year Ended June 30, 2019

(in thousands of dollars)	Dartmouth-Hitchcock Health	Dartmouth-Hitchcock	Cheshire Medical Center	Alice Peck Day Memorial	New London Hospital Association	Mt. Ascutney Hospital and Health Center	Eliminations	DH Obligated Group Subtotal	All Other Non-Oblig Group Affiliates	Eliminations	Health System Consolidated
Operating revenue and other support											
Patient service revenue	$ -	$ 1,580,552	$ 220,255	$ 69,794	$ 60,166	$ 46,029	$ -	$ 1,976,796	$ 22,527	$ -	$ 1,999,323
Contracted revenue	5,011	109,051	355	-	-	5,902	(46,100)	74,219	790	8	75,017
Other operating revenue	21,128	186,852	3,407	1,748	4,261	2,289	(22,076)	197,609	13,386	(297)	210,698
Net assets released from restrictions	369	11,556	732	137	177	24	-	12,995	1,110	-	14,105
Total operating revenue and other support	26,508	1,888,011	224,749	71,679	64,604	54,244	(68,176)	2,261,619	37,813	(289)	2,299,143
Operating expenses											
Salaries	-	868,311	107,671	37,297	30,549	26,514	(24,682)	1,045,660	15,785	1,106	1,062,551
Employee benefits	-	217,623	25,983	6,454	5,434	7,152	(3,763)	258,883	3,642	287	262,812
Medications and medical supplies	-	354,201	34,331	8,634	6,298	3,032	-	406,496	1,379	-	407,875
Purchased services and other	11,366	242,106	35,088	15,308	13,528	13,950	(21,176)	310,170	14,887	(1,622)	323,435
Medicaid enhancement tax	-	54,954	8,005	3,062	2,264	1,776	-	70,061	-	-	70,061
Depreciation and amortization	14	69,343	7,977	2,305	3,915	2,360	-	85,914	2,500	-	88,414
Interest	20,677	21,585	1,053	1,169	1,119	228	(20,850)	24,981	533	-	25,514
Total operating expenses	32,057	1,828,123	220,108	74,229	63,107	55,012	(70,471)	2,202,165	38,726	(229)	2,240,662
Operating margin (loss)	(5,549)	59,888	4,641	(2,550)	1,497	(768)	2,295	59,454	(913)	(60)	58,481
Non-operating gains (losses)											
Investment income (losses), net	3,929	32,193	227	469	834	623	(198)	38,077	1,975	-	40,052
Other components of net periodic pension and post retirement benefit income	-	9,277	1,758	-	-	186	-	11,221	-	-	11,221
Other (losses) income, net	(3,784)	1,586	(187)	30	(240)	279	(2,097)	(4,413)	791	60	(3,562)
Loss on early extinguishment of debt	-	-	-	(87)	-	-	-	(87)	-	-	(87)
Total non-operating gains (losses), net	145	43,056	1,798	412	594	1,088	(2,295)	44,798	2,766	60	47,624
(Deficiency) excess of revenue over expenses	(5,404)	102,944	6,439	(2,138)	2,091	320	-	104,252	1,853	-	106,105
Net assets without donor restrictions											
Net assets released from restrictions for capital	-	419	565	-	402	318	-	1,704	65	-	1,769
Change in funded status of pension and other postretirement benefits	-	(65,005)	(7,720)	-	-	682	-	(72,043)	-	-	(72,043)
Net assets transferred to (from) affiliates	10,477	(16,360)	1,939	8,760	128	110	-	5,054	(5,054)	-	-
Increase in net assets without donor restrictions	$ 5,073	$ 21,998	$ 1,223	$ 6,622	$ 2,621	$ 1,430	$ -	$ 38,967	$ (3,136)	$ -	$ 35,831

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Dartmouth-Hitchcock Health and Subsidiaries
Consolidating Statements of Operations and Changes in Net Assets without Donor Restrictions
Year Ended June 30, 2019

(in thousands of dollars)	D-HH and Other Subsidiaries	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH and Subsidiaries	MAHHC and Subsidiaries	APD	VNH and Subsidiaries	Eliminations	Health System Consolidated
Operating revenue and other support									
Patient service revenue	$ -	$ 1,580,552	$ 220,254	$ 60,166	$ 46,029	$ 69,794	$ 22,528	$ -	$ 1,999,323
Contracted revenue	5,010	109,842	355	-	5,902	-	-	(46,092)	75,017
Other operating revenue	21,128	188,775	3,549	4,260	3,868	10,951	540	(22,373)	210,698
Net assets released from restrictions	371	12,637	732	177	26	162	-	-	14,105
Total operating revenue and other support	26,509	1,891,806	224,890	64,603	55,825	80,907	23,068	(68,465)	2,299,143
Operating expenses									
Salaries	-	868,311	107,706	30,549	27,319	40,731	11,511	(23,576)	1,062,551
Employee benefits	-	217,623	25,993	5,434	7,319	7,218	2,701	(3,476)	262,812
Medications and medical supplies	-	354,201	34,331	6,298	3,035	8,639	1,371	-	407,875
Purchased services and other	11,366	246,101	35,396	13,390	14,371	18,172	7,437	(22,798)	323,435
Medicaid enhancement tax	-	54,954	8,005	2,264	1,776	3,062	-	-	70,061
Depreciation and amortization	14	69,343	8,125	3,920	2,478	4,194	340	-	88,414
Interest	20,678	21,585	1,054	1,119	228	1,637	63	(20,850)	25,514
Total operating expenses	32,058	1,832,118	220,610	62,974	56,526	83,653	23,423	(70,700)	2,240,662
Operating (loss) margin	(5,549)	59,688	4,280	1,629	(701)	(2,746)	(355)	2,235	58,481
Non-operating gains (losses)									
Investment income (losses), net	3,929	33,310	129	785	645	469	983	(198)	40,052
Other components of net periodic pension and post retirement benefit income	-	9,277	1,758	-	186	-	-	-	11,221
Other (losses) income, net	(3,784)	1,586	(171)	(240)	288	31	765	(2,037)	(3,562)
Loss on early extinguishment of debt	-	-	-	-	-	(87)	-	-	(87)
Total non-operating gains (losses), net	145	44,173	1,716	545	1,119	413	1,748	(2,235)	47,624
(Deficiency) excess of revenue over expenses	(5,404)	103,861	5,996	2,174	418	(2,333)	1,393	-	106,105
Net assets without donor restrictions									
Net assets released from restrictions for capital	-	484	565	402	318	-	-	-	1,769
Change in funded status of pension and other postretirement benefits	-	(65,005)	(7,720)	-	682	-	-	-	(72,043)
Net assets transferred to (from) affiliates	10,477	(16,360)	1,963	128	118	3,629	45	-	-
Increase (decrease) in net assets without donor restrictions	$ 5,073	$ 22,980	$ 804	$ 2,704	$ 1,536	$ 1,296	$ 1,438	$ -	$ 35,831

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Dartmouth-Hitchcock Health and Subsidiaries
Note to Supplemental Consolidating Information
June 30, 2020 and 2019

1. Basis of Presentation

The accompanying supplemental consolidating information includes the consolidating balance sheet and the consolidating statement of operations and changes in net assets without donor restrictions of D-HH and its subsidiaries. All intercompany accounts and transactions between D-HH and its subsidiaries have been eliminated. The consolidating information presented is prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America consistent with the consolidated financial statements. The consolidating information is presented for purposes of additional analysis of the consolidated financial statements and is not required as part of the basic financial statements.

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Cheshire Medical Center Board - 2021

LastName	FirstName	MiddleName
Abert	Susan	
Bahl	Ashok	
Bodin	Mark	G
Caruso	Don	
Cotter	Elizabeth	B
Duckett	Barbara	R
Fabian	Claire	
Gavin	Mark	
Hansen	Harold	R
Holmes	Cherie	
Houder	Nathalie	
Kapiloff	Michael	
LeBlanc	Stephen	J
Lovins	Rachel	
Mitchell	Robert	
Padin	Maria	
Tremblay	Andrew	
Waters	Michael	J

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David H. Burrows
[redacted]

Objective

Contribute to the success of an enterprise involved in compassionate solutions to compelling challenges

Ability Summary

Dedicated, driven, with wide range of training and experience in many areas of recovery from substance use disorder and behavioral health.

Occupational Licenses & Certificates

Certification Title	Issuing Organization	Completion Date
Recovery Coach Academy	CCAR	01/2016
Ethical Considerations of Recovery Coaching	CCAR	01/2016
Suicide Postvention	Southern New Hampshire Area Health Education Center	06/2016
Roles for Peers Providing Recovery Support	NH Center for Excellence	01/2017
Telephone Recovery Support	NH Center for Excellence	03/2017
Prevention Ethics	NH Training Institute on Addictive Disorders	04/2017
Supervising a peer recovery workforce	NH Training Institute on Addictive Disorders	04/2017
Motivational Interviewing Basic	NH Training Institute on Addictive Disorders	06/2017
Creative Outreach to Increase Recruitment for PRSS	NH Center for Excellence	12/2017
Recovery Coaching in the Emergency Department	CCAR	1/2018
Implementing Recovery Coaching in the ED	JSI Research & Training Institute, Inc	1/2019
Standards for Recovery Housing and Building this Capacity for New Hampshire	JSI Research & Training Institute, Inc	4/2019
Understanding and Using the ASAM Criteria and Engaging People into Collaborative Addiction Treatment		7/2019

Employment History

Certified Recovery Support Worker

05/19 - present Cheshire Medical Center 580 Court Street, Keene, NH 03431

Community Volunteer

03/2016 – present Be the Change Behavioral Health Task Force

Be the Change is the Eastern Monadnock Region's Behavioral Health Task Force. Our mission is to provide education and resources to our community about Substance Misuse and Mental Health. Be the Change began when Monadnock Community Hospital's 2012 Community Health Needs Assessment identified that there was a need for more education in our community regarding behavioral health, a term that encompasses both mental health and substance misuse, and awareness of the resources we have in both our region and state.

Vision/Controls Engineer

05/2009 - 05/2015 Crane Security Technologies (Formerly Technical Graphics Inc.) Suite 100 1 Cellu Dr., Nashua, NH

Main duties were integrating, documenting, commissioning and maintaining machine vision and control systems within the Currency (U.S. Government Products) production areas. These systems include real-time inspection systems and related closed-loop control systems.

- Coordinated team efforts with internal support groups, production personnel, customers, and outside vendors
- Assisted in all aspects of installation and improvement projects and sub-projects within the

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manufacturing areas relating to automated control systems and machine vision disciplines.

- Directed technicians and other support personnel in all phases of projects. Interfaced with other support groups during appropriate phases of the project to ensure effective integration with existing processes and/or other improvements and installations.
- Planned and implemented data collection network to provide real time process monitoring utilizing GE Proficy software suite
- Installed programmed and updated Rockwell and Rexroth based PLC control systems involved in motion control, waste water and chemical supply systems
- Responsible for troubleshooting inspection and machine vision systems maintained by Engineering/Maintenance and trained and directed technicians in those efforts. Assisted plant leadership in diagnosing and solving manufacturing and converting inspection problems. Optimized machine vision systems and strategies.
- Identified, investigated and developed process improvements and optimization. Assisted in team approaches with Manufacturing, Quality and Continuous Improvement, R&D and Engineering to develop optimal strategies for improved yields, efficiencies and quality.
- Trained Technicians and user community on specific systems and installed equipment. Developed procedures and defined preventative maintenance programs for new equipment.

Device Lead Third Shift

03/2000 to 06/2001 Teleflex Inc. 50 Plantation Dr., Jaffrey, NH

Supervised employees in production of medical device assemblies.

- Submitted performance reviews
- Performed quality control testing
- Supported manufacturing operation in a variety of roles including injection molding machine set up

Supervised cell based production operations involving extruded tubing and plastic injection molding, along with heat forming and deburring steps. Responsible for sign off of initial setup of equipment to product specifications and performing quality tests using Instron strain gauge, optical comparator, Go/No-go gauges, calipers and ruled scale. Setup and monitored Arburg molding machine along with various equipment used in heat forming operation. Maintained training, attendance and performance records used in employee evaluation and created performance reviews.

Technical / Training Coordinator

04/1999 – 05/2009 (Consulted as Parhelion PC 3/2000-06/2001) Technical Graphics Inc. 50 Meadowbrook Dr., Milford, NH

Performed training and operation of equipment producing high quality micro printed film.
Involved in transition from manual control of process to more automated systems. Installed and maintained SCADA network used in maintaining process control parameters and recording values for quality assurance and production metrics. Responsible for operation and repair of computerized optical inspection equipment using high speed high resolution cameras and proprietary template matching algorithms.

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Shift Supervisor

05/1996 – 04/1999 Technical Graphics Inc 50 Meadowbrook Dr., Milford, NH

Primarily coordinated various operations/personnel on night shift.

- Performed maintenance and support functions as needed due to absence of maintenance or engineering staff on night shift
- Responsible for sign off of initial setup of equipment to product specifications
- Trained personnel in all areas of production and finishing of various security products
- Designed graphics using Adobe Illustrator for polymer printing plates
- Operated platemaking equipment and mounted flexographic printing plates
- Operated and maintained code for waste water treatment system

Equipment setup and operation included printing press, micro slitter/ spool winder, lathe, milling machine, drill press, powered hand tools, multi-meters, oscilloscopes, along with metrology instruments such as Instron strain gauge, COF / Peel Tester, calipers, densitometers, spectrophotometer, optical comparators, scaled reticle loupes.

Flexographic Press Operator

05/1995 – 04/1996 Technical Graphics Inc. 50 Meadowbrook Dr., Milford, NH

Operation of custom flexographic printing press producing security strip substrate for currencies.
Learned unique process involving chemical etching of web substrate relying on solutions tightly controlled for pH, specific density, viscosity. Manual testing involved hygrometers, pH meters, litmus paper, viscosity cups, densitometers, spectrophotometer, optical comparators, scaled reticle loupes.

Webtron Press Operator

03/1994 – 05/1995 D.D. Bean and Sons. 207 Peterborough St., Jaffrey, NH

Operation of 8 color flexographic printing press.
Produced high quality four process color printed material for use in large promotional campaigns. Previous printing experience proved instrumental in contributing to the successful operation of a newly installed advanced Webtron printing press. Operated flexographic polymer printing plate maker and mounted 4 color process printing plates.

Assistant Store Manager

10/1993 – 03/1994 Chill Out Convenience West Peterborough, NH

Established and assessed key procedures during initial start-up of retail store.
Setup inventory control and POS computer systems for operation of small convenience store
Operated register and stocked shelves during startup

Lead-Pressman 3rd Shift

10/1985 to 10/1993 Label Art Inc. 1 Riverside Way, Wilton, NH

Responsible for supervision of third shift operations manufacturing high quality printed labels.
Duties involved reading job jackets and signing off on jobs setup by co-workers. Performed quality checks

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throughout the shift using densitometers, spectrophotometer, visual comparison to customer proof, testing of die cut quality, and measurement of dimensional characteristics. Other duties involved mounting printing plates on cylinders, and mixing batches of color matched printing ink using Pantone color formulations.

Maintenance Mechanic

06/1980 to 03/1984 Crotched Mountain Rehabilitation Center 1 Verney Dr., Greenfield, NH

- **General maintenance and repair of a fleet of vans, trucks, and cars**
- **Assisted electricians, plumbers, and carpenters**
- **Supervised 2nd shift cleaning crew**

Operations involved performing preventive maintenance i.e. oil change, brake inspection and repair, engine tune up (sparkplug, ignition wires, adjustment of timing, etc.). Operated various powered hand tools (impact wrenches, drills, saws, floor buffers, floor scrubbers, etc.).

Education

Completion Date	Issuing Institution	Location	Qualification	Course of Study
05/2005	Keene State College	Keene, NH	2 Years of College	Computer Science
06/1993	NRI Schools	Washington, DC		Microcomputers and Microprocessors

Training

SLC 500 and RSLogix 500 Maintenance and Troubleshooting
RSLogix 5000 Level 1: ControlLogix Fundamentals and Troubleshooting
RSLogix 5000 Level 2: Basic Ladder Logic Programming
RSLogix 5000 Level 3: Project Development
FactoryTalk View ME and PanelView Plus Programming
DeviceNet and RSNetWorx Configuration and Troubleshooting

Detailed References

LeeAnn Clark Moore
Monadnock Community Hospital
Philanthropy & Community Relations
603-924-1700

Thomas Bruneau, Engineering
Crane Security Technologies
1 Cellu Dr., Nashua, NH 03063
603-881-1890

Ray Fangmeyer, General Manager
W S Packaging
1 Riverside Way Wilton, NH 03086
1-800-258-1050

John Parisi
Director Plant Operations
Crotched Mountain Rehabilitation Center
One Verney Drive
Greenfield, NH 03047
603-547-3311 ext. (2120)

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Laurie Butz-Meyerrose

[redacted]

Objective

To obtain a job in the field of Mental Health and Substance Abuse Counseling

Experience

Clinician

The Doorway @ Cheshire Medical Center
Keene, New Hampshire

March 25, 2019 – Present

Assessments and referrals for substance abuse treatment Coordinate treatment for and aftercare in the community Meet with patients, perform assessments and make referrals dependent on level of care Assist in coordinating follow up care that includes housing, legal issues, ongoing MAT, mental health, physical health, and insurance

Senior Counselor

Sobriety Centers of New Hampshire – Antrim House
Antrim, NH

January 2016 – March 2019

Assessments, individual and group counseling Create, implement and review treatment plans Coordinate discharge and follow up care in the community Vast experience working with Medicaid
Outpatient clinical with former clients, establishing bridge program back into the community

Senior Counselor

Phoenix House, Dublin, New Hampshire

January 2015 – January 2017

Intakes and Assessments

Individual and Group Counseling

Create, implement and Review Treatment Plans

Coordinate discharge, working closely with transitional living, community mental health, department of corrections, DCYF

Case Manager

Crotched Mountain Rehabilitation Hospital, Greenfield, New Hampshire

August 2010 – January 2015

Discharge Planning

Coordination of Insurance Updates

Coordination of services and transitioning of patients into the community

Data Entry

TD Bank, Keene, New Hampshire

October 2009 – May 2010

Temporary Assignment, Data Entry

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Case Manager

AIDS Services for the Monadnock Region, Gilsum, New Hampshire

June 2007 – July 2009

Responsible for 20 – 25 HIV/HepC clients

Care Program Applications, Application for community benefits

Meetings at the State for continued funding processes

Education

MS Clinical Mental Health Counseling

Walden University, Minneapolis, MN

November 2014

Chi Sigma Iota Honor Society/Concentration in Forensic Counseling

Golden Key International Honor Society

BA Psychology

Ashford University, Clinton, IA

May 2010

Magna Cum Laude

License

LCHMC, MLADC, ACS

Laurie K Butz-Meyerrose
1182 Nelson Road, Nelson NH 03457 603-852-5289 laurie81958@yahoo.com

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Nelson Hayden MLADC, MBA, MSF

[redacted]

Objective

I would like to find a position where I can combine the knowledge and experience I have in the counseling and substance use disorder field with my strong business acumen and administrative experience I have held leadership positions in a wide array of situations including hospitality, clinical practice, and non-profit Boards of Directors I seek an organization that values leadership and hard work where my talents will be used fully

Professional Experience

Director Community Substance Use Services – Cheshire Medical Center – Keene, NH February 2019 – Present

- The Doorway at Cheshire Medical Center is one of nine Doorways that make up regional access points as part of a $45 Million State Opioid Response to address the substance use disorder crisis in New Hampshire. In this position, I have created a new department as part of the Center for Population Health including staffing, budgeting and creating systems for measurement of our objectives
- As part of my position as Director of the Doorway I have led a diverse group including physicians, nurses, nurse practitioners, behavioral health clinicians and community partners to develop a Medically Assisted Treatment plan for both our inpatient population and our Emergency Department This has led to better patient care, improved access to substance use treatment, and better experiences for staff and patients alike
- We are not technically a treatment program but rather a facilitating organization which helps individuals seeking treatment for their substance use disorder with appropriate ASAM levels of care We assess, consent, and refer clients/patients to various levels of care and provide interim therapy as well as case management while they are waiting for placement

Counseling Intern/Senior Counselor – Dublin Phoenix House – Dublin, NH October 2017 – February 2019

- The Dublin Phoenix House is a 49 Bed coeducational Residential Treatment Home for people with Substance Use Disorders This nonprofit facility believes in the understanding that addiction is a chronic disease not a moral failing Individuals suffering from substance use disorders deserve and require evidence-based treatment in settings that offer privacy and dignity
- In this second-year internship, my work focused upon two major areas 1) developing treatment plans and transitional support for a caseload of 6-10 individual clients and 2) facilitating groups for males and females of up to 30 members and educating group participants in areas such as Helping Men Recover, 12-Step Introduction, Seeking Safety and psychoeducation surrounding addiction and recovery. My success in the internship led to employment as a Senior Counselor
- My caseload consists of up to ten clients and developing self-directed treatment plans, mental health evaluation, counseling these clients in individual, family, and group settings In addition to the traditional counseling performed for the substance use population, I perform a great deal of case management including assisting with housing, co-managing treatment and aftercare with various social and corrections departments, improving bio-psycho-social health and creating transition plans for the same and evaluating financial and vocational concerns and creating improvement plans

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Counseling Intern – Keene State College – Keene, NH August 2016 – May 2017

- The Keene State College Counseling Center is a highly sought-after internship for Antioch University Clinical Mental Health Counseling Students I was fortunate enough to be able to participate in this program in my first year of internship due in part to the extensive organizational development in the Substance Use arena I was the initial intern for a new Keene State College Counseling Internship focusing on Alcohol and Other Drugs and working under Michelle M. Morrow, Ph D. who was the Coordinator of AOD Prevention, Treatment, and Education Services
- In this specialized internship, my work focused upon two major areas 1) providing interventions (both individual and small group interventions) and 2) helping to develop and deliver outreach and prevention efforts to address alcohol and other drug misuse on campus We performed weekly outreach in the residence halls, met with each athletic team, and performed educational outreach to all incoming freshmen
- As an intern, I was able to co-facilitate a general process group with a senior staff member Additionally, my work included co-facilitating a bi-monthly Alcohol Education Class that included bystander intervention components
- My caseload included conducting BASICS and CASICS (*Brief Alcohol Screening and Intervention for College Students/Cannabis Screening and Intervention for College Students)* BASICS and CASICS are empirically supported treatments that include the student completing an online feedback profile and attending 1 to 2 sessions that emphasize the examination of their own use patterns and behavior within a Motivational Interviewing framework The aim of BASICS/CASICS is to reduce risky behaviors and the harmful consequences of use by increasing awareness and increasing the use of protective behaviors Additionally, I saw students through a general caseload, where I focused primarily on CBT and Motivational Interviewing to help the students best adjust and perform in the higher education setting.

Administrator – Sheth-Horsley Eye Center – Stoneham, MA June 2010 – October 2013

- In this position, I was able to navigate the change in ownership of this longstanding practice, we grew the practice significantly in a short amount of time using premium cataract surgery and refractive surgery. I brought a culture of patient satisfaction to the reception and clinical staffs as well as to the doctor, which helped to increase patient visits We worked diligently with the referral community to exceed HEDIS standards and promote communication
- We were able to implement systems where practitioners worked to the maximum of their licensure and ability thereby increasing overall efficiencies in the practice
- I was able to evaluate the billing and collections for the practice and collaborate to improve processes to increase the average daily collections by 50% and reduce the number of days sales were outstanding from 48 days to 39 days

Executive Director – Tallman Eye Associates – Lawrence, MA February 2006 through March 2010

- As Executive Director for this 18-doctor private practice I helped to increase revenues by 43% in the clinic and 45% in the optical dispensaries over four years Total revenues exceeded $13 Million
- Our team was able to expand the capacity of the organization through adjustments to the physical plant, provider relations, schedule engineering, and human resources development
- I was able to lead the transition of this large group from restrictive systems to integrated processes through the use of IT The use of technology improved transparency, efficiency, as well as communication and revenues.

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Education

Antioch University – MA CMHC Program Substance Abuse Counseling Focus June 2015– May 2018

I recently completed a Masters in Clinical Mental Health Counseling with a concentration in Substance Abuse Counseling at Antioch University I completed coursework in Social Cultural Diversity, Group Approaches to Counseling, Ethics, Fundamental Therapeutic Interactions, Counseling Theories, Human Development, and Career & Lifestyle Counseling in my first year In my second year, I completed coursework in Human Sexuality & Sex Therapy, Psychopharmacology, Psychopathology, Family Counseling Approaches to Addiction, and Integrated Approaches to Addiction Counseling, Crisis and Trauma Informed Therapy, Research and Evaluation in Counseling and Therapy, and Issues in Addiction Recovery I transferred to Antioch as it offers a classroom aspect to the program and can lead to licensure in the State of New Hampshire

University of South Dakota – MS Addiction Studies January 2013 – August 2013

I enrolled as a degree-seeking student at the University of South Dakota, seeking a Masters in Addiction Studies I completed my first two terms with a 4 0 Grade Point Average The coursework included pharmacology, alcohol and drug counseling theories, addiction studies research, and addressing families and drug and alcohol issues

Northeastern University – MBA/MSF Program January 2010 – August 2012

I completed my MBA program at Northeastern University and took an extra semester to earn a Master of Science in Finance as well I was fortunate enough to walk through Commencement on May 4, 2012 and realize the fruits of this two and a half year effort The curriculum included coursework in Organizations in the New Economy, Healthcare Finance, Strategic Decisions in Healthcare, Financial Strategy, Financial Accounting and Management Accounting

State University of New York – BS Business Management/Health Services 2006 - 2009

I spent three years completing my undergraduate degree while altering my focus from liberal arts focus to a business management degree with a concentration in health care management

University of Southern California – English Literature 1984 - 1989

Spent five years working towards a BA Degree in English Literature Rowed for the University of Southern California Crew Team in 1984 and 1985 Vice President of the Phi Kappa Tau Fraternity in 1987, President in 1989

Organizational Involvement

Recovery Task Force August 2015 – Present

I currently sit on this committee, which is part of the Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention, and Treatment. The work done by this task force includes standards for NH Recovery Housing, as well as helping with the Recovery Aspect of the State Plan The mission of the recovery task force is to promote effective community based Recovery Support Services by recommending to the Governor's Commission policies, practices and funding to address unmet needs in the continuum of care for SUD.

Monadnock Alcohol & Drug Abuse Coalition April 2015 – December 2016

I recently concluded volunteering with this Prevention Coalition in Keene, NH The Monadnock Alcohol and Drug Abuse Coalition works to reduce alcohol and drug use and misuse in Cheshire County I contributed to the organization through strengthening the bond along the continuum of care I have done this through participation in Recovery Coach Training, leading the Compliance Check initiative for local retailers I have also carried

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MADAC's message to other agencies including Monadnock Family Services, Acting Out, and the Keene Serenity Center I have trained over 80 Recovery Coaches in Keene through three-week long training sessions

Board Member/ Treasurer New Hampshire Providers Association **July 2015 - 2019**

The mission of the NH Providers Association is to represent its members in advancing substance use prevention, treatment and recovery through public policy, leadership, professional development, and quality member services I have been a Board Member, their VP of Recovery, and a member of the Finance Committee for this organization and I am very excited about the opportunity to serve this organization and help advocate for providers of drug and alcohol treatment in the State of New Hampshire

Board Member/Treasurer Monadnock Restorative Community **July 2015 - December 2016**

Monadnock Restorative Community promotes recovery and successful re-integration of recently incarcerated women with an addiction into the larger community through an outpatient setting designed to achieve health and wholeness of mind, body and spirit This organization has been active in the use of Recovery Coaches and Community mentors in order to assist these women Much of my contribution is my business acumen as well as my experiences with Recovery Coaching and business planning.

Board Member/Treasurer Keene Serenity Center **January 2016 - 2019**

The Serenity Center is a membership organization and a separate entity that is neither affiliated with nor financed by any recovery program or other organization. We recognize that there are many pathways to successful recovery from addictions, and we welcome people on all paths to recovery and their families. Our center provides a safe haven to initiate and / or maintain long-term recovery through peer-to-peer support meetings and fellowship At present, we have over 20 meetings serving more than 300 people each week. I am most proud that this organization was chosen as one of five Community Recovery Organizations to work with Harbor Homes and the Bureau of Drug and Alcohol Services to promote peer-to-peer recovery

Selectman, Town of Roxbury **March 2016 - 2019**

The Town of Roxbury, NH is located in Cheshire County, in the southwest corner of the State of New Hampshire It is known to be the fourth smallest community in the State, with a population of less than 240 people Roxbury was incorporated 1812 Roxbury is also home of The Otter Brook Dam and Lake / Recreation Area It was built by The Army Corp of Engineers from 1956-1958 With its small New England charm, Roxbury, New Hampshire is a wonderful place to live and a relaxing place to explore

References

References are available upon request

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DEBRA J. NORRIS

[redacted]
[redacted]

PROFESSIONAL PROFILE

Experienced professional with 20 years in administrative and supervisory positions A proven track record in managing multiple projects and meeting objectives. Strong interpersonal and communications skills, experience with planning and managing office budgets. Experienced in managing and protecting confidential information. Focused team player with a demonstrated ability to achieve results.

EXPERIENCE

The Doorway at Cheshire Medical
February 2021 to present
Administrative Assistant

- Greet clients
- Answer phones
- Intakes
- Schedule patients and Visitors
- Order supplies
- Transportation
- Record Meds

Montshire Pediatric Dentistry, keene. NH
June 2020 to Jan 2021
HR Specialist

- Recruiting
- Time keeping, employee schedules
- On-boarding, employee files, salaries
- Job Descriptions
- Employee Manuals
- Employee relations
- Benefits administration i.e health, dental, 401K, FMLA
- Termination
- Patient Complaints, HIPAA Officer
- Back-up for Patient Coordinators, answering phones, scheduling

Spoonwood Dental Partners, Keene, NH April 2017 to June 2020
Dental Practices for the NE area
HR Manager

- Recruiting
- On-boarding
- Employee relations
- Benefits administration i.e. health, dental, 401K, FMLA
- Termination

Monadnock Developmental Services, Keene, NH February 2015 to April 2017
A community developmental disability health agency

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HR Assistant

- Interview
- Recruiting
- Advertising
- Background Checks - Notary
- Hiring
- Orientation
- Scheduling and verification of hours
- Employee Relations
- Job Fairs
- Website updates
- Time off maintenance
- Customer Service
- Benefits
- Switchboard

State of NH, DHHS Welfare Office, Keene, N August 2014 to February 2015

- Greet Client
- Register Clients
- Confirm/or Deny State Welfare/Insurance Benefits
- Switchboard
- Mail
- Scanning confidential documents
- EBT cards

MFS, Keene, NH

A community mental health agency. August 2013 to August 2014

Executive Assistant/HR Assistant Supporting Senior Management Team

- New Hire Orientation
- Background Checks
- OFCCP Tracking of new applicants
- Credentialing
- Daily Deposit client payments, ins and rent checks
- Client Credit Card Transactions
- Accounts Payable
- Petty Cash
- Grants
- Office Supplies
- Schedule/Attend Meetings/Trainings
- Incoming Calls
- Incoming/outgoing Mail
- Policies & Procedure

Sonnax Industries, Bellows Falls, VT

A leading aftermarket of transmission & torque convertor manufacturer

Human Resources Assistant August 2011 to August 2013

- New Hire Orientation
- Open Enrollment
- Employee Benefits Administration

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- Worker's Compensation
- STD/LTD
- Life Benefits
- FMLA
- New hire into ADP
- OSHA
- Monthly HR Reports
- Employee Inquiries & Employee Relations
- Maintain on internal and external job postings
- Check References
- Filing
- I9's

Lehman, Wilkinson & Oster, Keene, NH
Leading accounting firm providing audits, tax returns, peer reviews, compilations & projections for both business & homeowners
Office Administrator, Director of First Impressions January 2011 to August 2011

- Responsible for all office operations
- Prepare Tax Returns
- Prepare Audits, Reviews, Compilations, Asset Verifications
- Customer Service/Marketing
- Switchboard
- Scheduling for 3 CPA's
- Document Control
- Mail
- Office Supplies
- Daily Deposits

Cheshire Oil Inc, Keene, NH - *Cheshire Oil/T-Bird Mini Mart is a locally owned Fuel & Mini Mart Co servicing homeowners & business owners heating/hvac, & gas needs*
Customer Service/Inventory Control March 2010 – January 2011
Responsible for daily operations of service/fuel delivery operations, assistant to Service, Gas, Car Wash and HVAC/Gas Heating Departments

- Dispatch
- Customer Service
- Daily Delivery Tickets
- Daily Cash Sheet
- Deposits
- Bank Transfers
- Service Billing
- Inventory Control
- Scheduling of Service Calls

Carlisle Wide Plank Floors, Stoddard, NH
Carlisle is a national leader in hand-crafted wide plank floors for homeowners and professionals
Communications Center Coordinator Jan 2000 – February 2010
Responsible for the day to day operations of the Communications Center, general office procedures, Scheduling/Coordinator Facilities Management and IT projects.

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- Responsible for planning and managing office budgets including: postal, FedEx, office supplies, office equipment, cell phones, fuel, and office moves.
- Negotiated contracts for general maintenance, fuel, cell phones, and FedEx Accts.
- Implemented new programs to save Carlisle money and reduce overall expenses in the area of phones, office supplies, and general building maintenance.
- Managed multiple projects across regional offices. Examples include setting up new regional offices, providing new sales people with phones, computers, etc.
- Assisted sales teams with new leads, assembling company information in support of new calls, managed quarterly mailings, and assembled all thank you packages.
- Performed general office duties including processing of daily mail, coverage for front desk receptionist, bank deposits.
- Event Coordination for company and owners personal and work/personal events
- Scheduling for all plant coordination of building additions, contacted work for building maintenance or office moves. Property management for owners personal properties. Never disrupted sales/productions work schedule.
- Responsible for office security and alarm systems.
- Assisted IT manager with daily back-ups, tracking IT inventory, general phone system requests.

Phoenix House, Keene, NH
Phoenix House is a nationally recognized residential treatment facility specializing in both in-patient and out-patient treatment of addiction and dual diagnosis services
Office Manager Jan 1997 – January 2000

- Responsible for overall office administration and planning.
- Prepared budgets for 7 individual programs.
- Administered accounts payable and receivables.
- Prepared grants, Board of Health regulations, and insurance contracts, & licenses.
- Responsible for entering insurance claims, new client data
- Assisted Senior Program Manager, participated in meetings with Advisory Board.
- Petty Cash, Facility Management and Food Services
- Scheduling for ASPN a NH network system for addiction programs

EDUCATION

Graduate, Keene High School
HR Essentials Certificate of Completion
Computer Literacy: Microsoft Word, Outlook, Goldmine, Excel, ADP, AS400, Smartdraw, Power Point, pick up programs quick, Research Assistant:
Innovative Training Systems, Woburn, MA Grant for administrative staff to collect data for kios systems for healthcare clients. Data given to government for future growth.
First employee to receive the Excellence Award
Notary, expires in 2019

COMMUNITY INVOLVEMENT, MEMBERSHIPS AND REFERENCES

Assisted with United Way in house campaigns
City of Keene – Holidays for Families in Need
Pitcher Mountain CSA

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Membership Director for the Board of Greater Monadnock SHRM

References – a few written letters attached

Leslie Bentley 603- – peer 903-2007 Kerry Carlisle 603-392-5982 – manager
Edie Putnam 603-352-7109 – manager Sandi Brady 603-209-4225 – peer
Nick Nichols or Cynthia Herreid – 603-357-4341- manager/peers
Kathy Adams – 413-664-0086 - peer Phil Wyzik 603-357-4400 – manager
Barbara Hecker – 566-7851 – Director for the Board of Greater Monadnock SHRM

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HEATHER TREMPE

Masters level Mental Health Clinician

[redacted]

[redacted]

[redacted]

Authorized to work in the US for any employer

WORK EXPERIENCE

Clinician

The Doorway at Cheshire Medical Center - Keene, NH
November 2019 to Present

- Facilitate access to care for individuals effected by substance use.
- Services may include referrals to residential, detox, outpatient services, intensive outpatient, and/or medically assisted treatment.
- Assist individuals with seeking housing opportunities, applying for benefits, and navigating everyday life challenges.

Assistant Director/Trauma Therapist

Neurodevelopmental Therapy Services, Inc - Manchester, NH
April 2019 to July 2019

- 60 day residential facility
- 1:1 therapy with children twice a week.
- daily meditation groups
- daily motivational groups

Clinician III

COMMUNITY HEALTHLINK - Leominster, MA
January 2019 to April 2019

- Weekly In home therapy with families and children
- Weekly family therapy without child present to assist with strategies and parent resources.

Supervisor III

Department of Health and Human Services - Manchester, NH
July 2014 to December 2018

- Trains new employees on policies and procedures
- Achieve excellent customer service
- Assists the community with eligibility for food stamps, medicaid, and cash.

Preschool Teacher

The World of Discovery - Londonderry, NH
December 2009 to July 2014

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- Create lesson plans encompassing math, reading, writing, art, and science
- managed a classroom of 14-16 3-4 year olds
- Did bi yearly progress reports and family meetings
- Completed evaluations

EDUCATION

Master's in Clinical mental health

Southern New Hampshire University - Manchester, NH
January 2016 to December 2018

Bachelor's in Psychology

HESSER COLLEGE - Manchester, NH
2012 to 2015

Associate in Early Childhood Education

HESSER COLLEGE - Manchester, NH
August 2006 to May 2008

certificate in Early Childhood Education Certification/General Studies

SEACOAST SCHOOL OF TECHNOLOGY - Exeter, NH
September 2004 to June 2006

SKILLS

- Counseling
- Therapy
- Documentation
- Mental Health
- Case Management
- Microsoft Office
- problem solving
- Management (5 years)
- Cognitive Behavioral Therapy
- Crisis Intervention
- Individual / Group Counseling
- Behavioral Therapy
- Motivational Interviewing

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CERTIFICATIONS AND LICENSES

TF-CBT

January 2016 to Present

Completed and 8 hour training on trauma focused cognitive behavior therapy.

Trust-Based Relational Intervention(TBRI)

April 2019 to Present

CPR/AED/First Aid

April 2019 to April 2021

Medication Administration

April 2019 to Present

Non-abusive psychological and physical intervention (NAPPI)

April 2019 to Present

ADDITIONAL INFORMATION

- First Aid and CPR certified

- Has over ten years working with children and assisting with their development
- Demonstrates resourceful and positive outlook for the best answer to each client's needs and wants.
- Able to work efficiently and stay calm with clients and assist with looking for resources in their community
- Punctual and motivated

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Tracy Grissom, MA, LCMHC, NCC, R-DMT

[redacted]
Keene, New Hampshire 03431
[redacted]
tgrissom@antioch.edu

EXPERIENCE

The Doorway at Cheshire Medical Center, Keene - *Clinician*
JANUARY 2021 - PRESENT

- Refer to appropriate level of care based on ASAM assessment
- Provide bridge therapy as needed
- Track patient outcomes using GPRA assessments
- Input information in NH WITS database

Phoenix House, Keene - *New Hampshire Director of Access and Clinical Manager of Keene Residential Program*
JUNE 2017 - JANUARY 2021

- Build and foster relationships with stakeholders
- Uphold clinical framework of residential program
- Communicate the need for treatment by requesting pre-authorizations and concurrent reviews to insurance providers consistent with the ASAM criteria
- Provide administrative and clinical supervision to clinical and non-clinical staff

Meadowview Recovery Residence, Brattleboro, VT - *Program Care Coordinator*
JUNE 2016 - JUNE 2017

- Provided clinical framework and group supervision for staff
- Cultivated and maintained relationships with referral sources
- Coordinated all intakes, discharges, and referrals for program in collaboration with VT Dept of Mental Health and team members
- Assisted in collecting essential data for reporting to the state and agency

Health Care and Rehabilitation Services, Hartford, VT - *Clinician I*
JANUARY 2015 - JUNE 2016

- Completed clinical assessments and formulated diagnosis in accordance with DSM-5
- Maintained accurate and timely clinical documentation in Electronic Medical Record

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- Assisted individuals in identifying and prioritizing treatment goals
- Designed client centered treatment plans with specific goals allowing for measurable progress and completion of treatment

Health Care and Rehabilitation Services, Brattleboro, VT - *Case Manager I*

SEPTEMBER 2013 - JANUARY 2015

- Referred individuals to community resources based on presenting need and scheduled required evaluations and assessments
- Promoted independence through skill acquisition in activities of daily living
- Modeled appropriate and healthy boundaries
- Conducted mental health screenings and sub assessments in a timely manner

Education

Antioch University New England, *Master of Arts* in Dance/Movement Therapy and Counseling, MAY 2013

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RN

TARA ABBOTT

REGISTERED NURSE

[redacted]

OBJECTIVE

Seeking an opportunity to obtain a position to utilize my skills and experience to provide safe and positive patient outcomes while providing the highest level of care.

SKILLS

NH RN LICENSE #078862-21
CARN –in process
ACLS CERTIFIED
HEALTHCARE BLS
PHLEBOTOMY
SUICIDE PREVENTION
ENFORCEMENT AND SECURITY
PROJECT MANAGEMENT AND QUALITY IMPROVEMENT
MOAB

EXPERIENCE

RN • THE DOORWAY AT CHESHIRE MEDICAL CENTER • 2020-CURRENT

Assisted in the development and opening of the MAT clinic, involved in ongoing development and growth of clinic, provide clinical support to waivered physicians in MAT clinic, provide clinical support to therapeutic clinicians, conduct patient assessments, administration of MAT injections, serve as liaison for patient and physician(s), coordinating facilitating and monitoring outpatient detox as well as inductions, promotion, stabilization and maintenance, support, relapse prevention harm reduction, overdose education following the patient centered care model, prior authorizations, case management needs, resource RN for hospital nurses and SAU29, community outreach and connection as needed.

PROGRESSIVE CARE UNIT RN • CHESHIRE MEDICAL CENTER • 2019-2020

Implement total nursing care through the nursing process while communicating effectively with family members and patients. Evaluate and monitor patient response to treatment and progress toward goals. Act as patient advocate: interact in a timely manner between multidisciplinary staff to minimize delays and optimize patient care and efficiency. Administer and execute therapeutic physician and nurse initiated interventions. Worked collaboratively with physicians to discuss and identify patient treatment needs. Modify and individualize care according o patient and family culture demographics, history and needs, worked as charge nurse as well as preceptor for new graduate nurses.

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VOLUNTEER WORK

Keene High Basketball Booster Club – 2017-Current

Monadnock Regional Special Olympics 2008-Current

PCU Practice Council – Cheshire Medical Center 2019-2020

Gym Rats Basketball Association- 2017-2020

Serenity Center – 2018-2019

Keene Knights Football Association 2014-2016

MEDICAL SERVICES COORDINATOR-DEPARTMENT DIRECTOR • CHESHIRE COUNTY DEPARTMENT OF CORRECTIONS • 2011-2019

Director as of 2015. Provide nursing services, treatments and preventative procedures appropriate for emergency, acute and chronic care. Responsible for planning, organizing and directing the administration of all medical services. Implemented methods and systems to ensure inmate care and documentation reflect an accurate and complete process with the standard of care. Serve on the Medication Assisted Treatment (MAT) committee for substance abuse ensuring continuity of care in recovery while supporting harm reduction. Responsible for the administration and evaluation of nursing practice and the environment of care including staffing, discharge, scheduling, supervision, evaluation, consultation and education of the nursing staff. Verify, oversee and monitor nursing staff for current nursing license, certifications and CEUs to comply with the NH board of nursing. Oversee Medical Services Administrative Assistant and assign responsibilities. Assess, monitor and coordinate patient health care needs, establish medication administration, safety and control in conjunction with consulting pharmacist and medical staff. Collaboration with facility MD, PA-C, Mental Health, LADCs, case management, DOC administration, community health care providers and US Marshal Services to provide appropriate medical care as needed. Develop and review all medical services policies and procedures.

RN CARE COORDINATOR • AWARE RECOVERY CARE • 2019

Responsible for admission, care management and discharge of a caseload of clients receiving recovery services in the home. Assessment and development of an appropriate treatment plan to meet individual client needs and goals. Regular evaluation of client progress, including crisis intervention as appropriate. Submit timely clinical documentation. Collaboration and coordination of services with the client, family and all providers involved in the treatment plan. Supervision and delegation of the services rendered to the client by the Certified Recovery Advisors (CRA) in accordance with organization policies. Identify client and family needs for services or other community resources and referrals.

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EDUCATION

BSN • 2019-CURRENT • FITCHBURGSTATE UNIVERSITY
Completion will be October 2021 with a graduation date of December 21, 2021

ADN • 2018 • MOUNT WACHUSETT COMMUNITY COLLEGE
LPN-RN Bridge Program

GENERAL CORE CLASSES • 2013-2016 • RIVER VALLEY COMMUNITY COLLEGE

LPN - DIPLOMA • 2011 • ST JOSEPH SCHOOL OF NURSING
Served as class Vice President, Most Dependable Award for class of 2011

BUSINESS ADMINISTRATION CLASSES • 1998-2000 • SOUTHERN NEW HAMPSHIRE UNIVERSITY

HIGH SCHOOL DIPLOMA • 1992 • PINKERTON ACADEMY

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Dawn L Harland, MD, FACP, FASAM

Home Address: [redacted]
Email: [redacted]
Cell: [redacted]
Place/ Date of Birth: [redacted]
Citizenship: US
CV Updated: 01/2020

Education/Post Graduate Training:

University: San Jose State University, San Jose, CA
Degree: BA, 1977-1980
Stanford University, Palo Alto, CA
Fall terms, 1976, 1978

Med School: University of Colorado, Health Sciences Center, Denver, CO
Degree: MD, 1992-1996

Residency: Internal Medicine
Dartmouth Hitchcock Medical Center, Lebanon, NH
Internship and residency, 1996-1999

Fellowship: Cardiology
Dartmouth Hitchcock Medical Center, Lebanon, NH
1999-2000 (partial completion of program)

Subspecialty: Addiction Medicine
10/2015

Licensure and Certification:

Medical License, NH Board of Medicine:
#NH11060, expires 6/30/20

Board Certified, Addiction Medicine:
American Board of Preventive Medicine, #61-1430; 2018

Board Certified, Internal Medicine:
American Board of Internal Medicine, # 192453; 2005, 2015

Diplomate, American Board of Addiction Medicine, #634405; Dec 2015

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Licensure and Certification, continued:

DEA, #BH6949551, exp 10/31/21; DATA 2000 waiver 2014· # XH6949551; 275 cap

NPI # 1487742797

BLS, expires 10/2021

Academic Appointments:

Geisel School of Medicine at Dartmouth

2010 - 2015	Assistant Professor of Medicine and Pediatrics
2003 - 2010	Assistant Professor of Medicine
2000 - 2003	Instructor in Medicine and Pediatrics
1999 - 2000	Instructor in Cardiology

Hospital Appointments:

2000 - 2017	Mary Hitchcock Memorial Hospital Dartmouth Hitchcock Medical Center (DHMC) Active Clinical Professional Staff, Assistant Professor Department: Medicine
2001 - 2003	Department of Veterans Affairs Medical Staff with Clinical Privileges White River Junction, VT

Administrative Leadership Positions:

2017 - 2020	Medical Director, Sobriety Centers of NH (SCNH)- Antrim House
2017 - 2018	Medical Director for New England, Groups- Recover Together
2003 - 2011	Assoc Director for Clinical Affairs, Dartmouth College Health Svc
2002 - 2003	Acting Assoc Director for Clinical Affairs, Dartmouth College
2009 - 2011	Physician Director for CME, Regularly Scheduled Series conferences held at the Dartmouth College Health Service
2002 - 2011	Pharmacy and Therapeutics Committee, Co-Chair
2002 - 2011	OSHA - responsible for blood borne pathogen exposure control plan, policy development, implementation and staff education

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Current position:

2017 - 2020	SCNH-Antrim House - Medical Director, Residential Treatment and Out-Patient Clinic - Serve as Medical Director, see residential patients weekly, manage all new admissions, prescribe MAT (buprenorphine, naltrexone/ Vivitrol, Sublocade, acamprosate) and necessary meds for comfort and dual diagnoses/primary care needs.

Committees, Innovations, Special Projects:

2017 - 2018	Medical Director for New England, Groups- Recover Together; Developed a program for monthly provider calls, including physicians in NH and ME, to discuss cases, polices, concerns in treatment of opioid use disorder. Co-developed a Peer Review process for 60-70 physicians in NH and Maine, Groups-Recover Together
Sept 2017	Washington DC – On the Hill – Spoke with US Senators and Congressmen, and their aids, about pending legislation - related to healthcare and treatment of opioid use disorder
2010 - 2011	Mental health in primary care at Dartmouth College Health Service – sharing selective mental health records in the EMR
2010 - 2011	Concussion evaluation template development - collaborative effort with Dartmouth College athletic trainers and primary care
2010 - 2011	Implementing PHQ-9 Depression screening at Dartmouth College Health Service
2006 - 2011	Anti-Coagulation Clinic - physician coordinator at Dartmouth College Health Service
2006 - 2011	Travel Clinic – Dartmouth College Health Service, director/ program development
2006 - 2011	Allergy Clinic – Dartmouth College Health Service, director/ desensitization program development
2006 - 2011	Immunization - physician consultant for annual updates
2008 - 2010	Research study co-investigator - "T-Spot Specificity Study in Students at Low Risk for LTBI at a College Health Service"
2006 - 2010	Electronic medical record committee - template design, training, physician liaison for clinicians, business office and pharmacy
2005 - 2010	Collaborative projects with infectious disease faculty at DHMC and Public Health - HPV vaccine trials, meningitis vaccine study, TB studies
2005 - 2010	Search committees for a variety of positions - physician, physician assistant, nurse practitioner, director of disability services, director of Native American studies, athletic trainer
2002 - 2005	Quality improvement committee

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Teaching of Dartmouth College Undergraduate Students:

2007	Taught 20 Dartmouth College students in Namibia and So. Africa as part of an Environmental Studies Foreign Study Program.
2003 - 2011	Travel Preventive Medicine - educated groups of students on medical topics prior to foreign travel

Formal Teaching of Residents and Medical Students:

2006 - 2010	Adolescent Health, Eating Disorders - Primary Care Resident sessions - invited to discuss topics annually
2000 - 2002	On Doctoring Program - preceptor for a medical student
2000 - 2002	Cardiac Physical Exam - first year medical students

Clinical Supervisory and Training Responsibilities:

2013 - 2017	Attending Physician - General Internal Medicine, DHMC Direct supervision of Internal Medicine resident physicians
2012	Attending Physician - General Internal Medicine, DHMC Direct supervision of medical student and physician assistant student
2000 - 2011	Attending Physician - Dartmouth College Health Service Direct supervision of Internal Medicine and Pediatric residents Implemented daily "chart review" sessions for case presentations and informal teaching
2002 - 2011	Clinical Director - Dartmouth College Health Service Direct supervision of clinical staff – physicians, nurse practitioners, PA's, nurses, medical assistants and support staff

Formal Teaching of Peers:

2016	Associate providers, DHMC - Opioid Dependence
2015	Internal Medicine faculty - Buprenorphine for Opioid Dependence
2014	Internal Medicine faculty - The Opioid Crisis
2011	Internal Medicine faculty- Eating Disorders in Primary Care
2010	Depression and Anxiety in Primary Care - including introduction of PHQ-9 survey tool, Health Service staff
2010	Dengue Fever - Case presentation to Infectious Disease staff, DHMC

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Formal Teaching of Peers, continued:

2010	Reef Fish and Potential Neurotoxicity - Case presentation to Infectious Disease staff, DHMC
2008	Acute Pulmonary Tuberculosis - Case presentation and discussion
2008	Polio and Rabies – Health Service talk
2006	Atypical Pneumonias – Health Service talk
2004	HIV Seroconversion - Case presentation with staff
2004	Community Acquired Pneumonia – Health Service talk
2003	Antibiotics and Antibiotic Resistance – Health Service talk
2001	Cardiac Auscultation – Health Service talk

Regional Teaching and Presentations:

2008	"The Hook Up Culture"; NE College Health Assoc, Annual Meeting, Mystic, CT
2006	"Pneumonia in the College-Aged Student"; NE College Health Assoc, Annual Meeting, Portland, ME

Clinical Activities:

2017 - 2020	Physician - Residential Treatment – MAT, Mental Health, Sobriety Centers of NH - Antrim House, Antrim, NH
2017 - 2020	Outpatient Clinic Physician – MAT, Mental Health, Sobriety Centers of NH - Antrim House, Antrim, NH
2015 - 2018	Clinic Physician - Addiction, Groups- Recover Together, Keene, NH
2015 - 2017	Clinic Physician - Addiction, ROAD to a Better Life, Lebanon, NH
2015 - 2017	Physician - Resident Supervision, GIM, DHMC, Lebanon,
2011 - 2015	Primary Care Physician - General Internal Medicine, DHMC
2000 - 2011	Primary Care Physician - College Health, Outpatient clinic
2000 - 2011	Inpatient Care Physician - College Health, Infirmary

Professional Affiliations:

2006 – 2020	**Fellow (FACP)** in the American College of Physicians
2015 - 2020	**Fellow (FASAM)** in the American Society of Addiction Medicine
2015 - 2020	**Diplomate (DABAM)** in the American Board of Addiction Medicine
2002 - 2018	Dartmouth Hitchcock Clinic; Senior Member
1997 - 2003	American College of Physicians
2003 - 2011	New England College Health Association, Board Member, 2010 - 2011

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Professional Affiliations, continued:

1998 - 2019 NH Medical Society
1992 - 1996 Colorado Medical Society

Awards and Honors:

2005	Affiliate New Professional Award American College Health Association New England College Health Association
1996	Glaser Research Award University of Colorado, School of Medicine
1996	Adler Scholar Award University of Colorado, School of Medicine
1994	Scholarship for Merit, for Excellence in Community Service University of Colorado, School of Medicine
1990 - 1992	Dean's Honor Roll - University of Colorado, Denver, CO
1990 - 1992	National Dean's List - University of Colorado, Denver, CO
1982 - 1983	Dean's Honor Roll - University of Nevada, Reno, NV
1977 - 1980	Dean's Honor Roll - San Jose State University, SJ, CA
1980	BA, with Honors and Great Distinction San Jose State University, San Jose, CA
1976	Valedictorian - Camden High School, San Jose, California

Major Interests:

Opioid, alcohol and stimulant dependence, other substance use disorders, mental illness, trauma, prevention, behavioral health, meditation, healthy lifestyles.

Major Research Experience:

2008 Clinical Research involving Dartmouth College Health Service, Infectious Disease, DHMC, and State of NH.
Evaluation of IGRA specificity in college students at low risk for TB.
Published as co-author in Journal of American College Health

1995 Clinical and basic science research in medical oncology, University of Colorado, Health Sciences Center, Denver, Colorado
Investigation of the molecular mechanism for the occurrence of aggressive carcinoma in burn scars
Published as first author in Journal of Trauma

1995 Walter and Eliza Hall Institute, Melbourne, Australia
Analysis of the molecular structure of the signaling domain of G-CSF receptor in human acute myeloid leukemia
Primary Investigator

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Bibliography:

Talbot EA, Harland D, Wieland-Alter W, Burrer S, Adams LV: Specificity of the tuberculin skin test and the T-SPOT.TB assay among students in a low - tuberculosis incidence setting. J Am Coll Health 60(1): 94, 2012.

Harland DL, Robinson WA, Franklin WA: Deletion of the P53 gene in a patient with aggressive burn scar carcinoma. J Trauma 42(1); 104,1997.

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JUDY GALLAGHER, MA, M-LADC

Phone: [redacted] [redacted] e-mail: [redacted]

EDUCATION AND LICENSURE

MLADC· Master Licensed Alcohol and Drug Counselor - State of New Hampshire 9/2015
M A Counseling Psychology Antioch New England, Keene, NH 11/2000
B A Psychology: University of Texas at Dallas, Richardson, TX 8/1996

PROFESSIONAL PROFILE

Qualified in counseling clients diagnosed with severe and persistent mental illness and substance use disorders. Adept at client assessments, intakes, treatment and individual service plans, and referrals

- Training in and implementation of Strength Based Counseling, Motivational Interviewing, Precursors to Change Model, MRT (Moral Reconation Therapy), CBT (Cognitive Behavioral Therapy), Emerge curriculum training (group counseling skills working with domestic violence abusers), DBT (Dialectical Behavioral Therapy), and Mindfulness Based Relapse Prevention

Open and effective interpersonal communication skills.

- Excellent computer and organizational skills, file keeping, and assessment writing

Clinical Supervision experience and continuing education certificate from Antioch University New England

PROFESSIONAL EXPERIENCE

*Cheshire County Behavioral Health Court (*Alternative Sentencing, Mental Health Court and Drug Court Programs*)*
Keene, NH

CLINICAL CASE MANAGER: 06/11-Pres

Assess individuals facing criminal charges for substance use disorders and mental illness utilizing the Bio-Psycho-Social interview, Global Appraisal of Individual Needs (GAIN), and/or the Ohio Risk Assessment System (ORAS) tools

Develop comprehensive individualized service plans and refer participants to needed community resources

Conduct weekly case management meetings, provide brief supportive counseling and crisis intervention, facilitated a relapse prevention group, regularly review progress of the individualized service plan

- Assist clients with insurance, SSI/SSDI, food stamps and housing applications.
- Maintain ongoing communication and collaboration with community mental health agencies, contracted treatment providers, department of children, youth and family services (DCYF) house of corrections, judicial services and probation and parole

Provide updates and clinical summaries to the court with the client present, to inform of their level of progress and ongoing needs

- Work with and actively involve client's family members, significant others and other support persons in order to increase success in recovery from substance use and mental illness

Provide random urinalysis and breathalyzer monitoring.

Active member and participant in the following: Mental Health Court monthly meetings, Cheshire County Domestic Violence Council (CCDVC) and Offender Rehabilitation Support Team (OREST)

Provide supervision for Master and Bachelor level interns

Planned, developed and fully implemented in 2012-2013, as part of an interdisciplinary team, a Drug Court Program in the Superior Court of Cheshire County

Serenity Center
Keene, NH

MLADC SUPERVISOR – CONTRACTED POSITION: 10/17-3/18

- Provided individual and group supervision to recovery coaches working toward their CRSW

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Monadnock Family Services – Emerald House – (Adult Transition Residence) Keene, NH

09/14-12/17
05/12-05/13
06/00-11/03

RESIDENTIAL EDUCATOR – PART TIME/PER DIEM

Provided supportive supervision and maintain structure of a therapeutic milieu for residents recovering from severe and persistent mental illness, recently discharged from the state hospital and working toward transition into the community.
Educated and supported residents in independent living skills
Monitored medication distribution, provide vocational and social skills education, facilitate community integration, and support client management of psychiatric symptoms and overall physical and mental well-being
- Participated in crisis care for residents

Worked as a team member to promote open communication and exceptional client care
- Completed documentation and progress notes in EMR system.

*State of Vermont (*Department of Aging and Independent Living)

Springfield, VT
01/11-04/11

VOCATIONAL REHABILITATION COUNSELOR:

Provided assessment, guidance counseling, and case management to adults with physical, psychiatric, and/or cognitive disabilities including substance abuse and dependence to successfully obtain and maintain employment.
Collaborated with community providers and attended consults to better serve clients
Maintained appropriate documentation and case files
- Referred clients for vocational, medical, substance abuse and mental health services
- Attended bi-weekly treatment team meetings

Washington County Community Corrections Center (Alternative Sentencing Program)

Hillsboro. OR
07/04-09/10

RESIDENTIAL CASE MANAGER / TREATMENT DORM COUNSELOR.

Provided addiction treatment, mental health counseling, case management, crisis intervention, education, vocational support/counseling, and program supervision for adults in work release custody who were transitioning into the community and/or participating in the 90-day residential alcohol and drug treatment program
Conducted intake interviews, mental health and addiction assessments and referred clients to the on-site psychiatrist for medication needs
Created and implemented individualized case plans based on diagnosis and needs assessments
- Facilitated psycho-educational groups Mindfulness Based Relapse Prevention, Matrix Addiction Education, Stages of Change, Coping Skills, Staying Quit
- Interviewed clients at the Washington County Jail for program appropriateness and readiness based on the American Society of Addiction Medicine's (ASAM) criteria and the Level of Service Inventory (LSI)

Assessed and appropriately assigned client cases to co-counselors and treatment providers
- Worked with employers and the on-site job specialist to assist clients with job search activity and retention
- Participated in transition meetings with client. recovery mentor, probation officer, aftercare provider, and other support personnel.

Referred clients to appropriate agencies for advancement including: housing, mental health, Veteran's services, GED, college education, parenting support and education
Attended family planning meetings with client, their family, and Department of Human Services (DHS) case workers in order to support and strengthen client's ability toward gaining independence with their children
Wrote psychosocial assessments, individualized treatment plans, treatment summaries, disciplinary, and reports for the Washington County Jail

Phoenix House – (Outpatient and Residential Addiction Services) Keene, NH

07/01-07/03

CLINICIAN (Outpatient Services--Cheshire Academy Alternative Sentencing Program):
DUAL DIAGNOSIS CLINICIAN (Residential Services)

Provided individual counseling and case management for adults diagnosed with co-occurring disorders.

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Worked 20 hours in the residential substance abuse recovery program and 20 hours in the outpatient Cheshire Academy Alternative Sentencing Program
- Facilitated psychotherapy and psycho-educational groups including Women in Recovery, Alcohol and Drug Education, Motivation, Relapse Prevention, Relationships, and Skills Group
Performed client screening, interviews, substance abuse and mental health assessments
Completed paperwork including progress notes, client recommendations and evaluations for the courts
- Supervised and implemented community service projects
Provided supervision for master's level counseling and dance movement therapy interns
Created and implemented individualized treatment plans and recommendations for aftercare
Maintained a positive working relationship with community agencies
Participated in daily treatment team meetings and weekly group supervision
Functioned as part of an interdisciplinary team
Maintained regular training for continued professional growth

Riverbend Community Mental Health – (Community Support Program) Concord, NH
08/00-07/01

OUTPATIENT CLINICIAN.

Provided brief and long-term individual therapy to a diverse adult client population. Many had co-occurring disorders, and all met the criteria for severe and persistent mental illness.
- Facilitated substance abuse, psycho educational, acute stabilization, and mindfulness groups
- Conducted crisis assessments for hospitalization and crisis coverage for co-workers
- Evaluated potential clients and determined eligibility based upon therapeutic needs and functional impairments.
Communicated and functioned as part of an interdisciplinary team to effectively treat each client's individual needs
Attended DBT training and served as a primary individual DBT therapist for several clients
Maintained and organized client records in accordance with program policies

Phoenix House Keene, NH
9/99-5/00

COUNSELING INTERN

- Provided individual counseling to a diverse adult client population most of them were participating in the Cheshire Academy Alternative Sentencing Program
Facilitated and Co-led psycho educational, substance abuse, and psychotherapy groups.
Provided case management for one client to assess and encourage progress within the Cheshire Academy court mandated program
Administered and wrote substance abuse evaluations for clients and the courts which consisted of alcohol and drug screening, bio-psycho-social surveys, client intake assessments, and psychological testing.

Henry Heywood Hospital – (Mental Health Unit) Gardner, MA
9/98-5/99

COUNSELING INTERN:

Provided brief individual counseling and support to a diverse adult inpatient client population
Facilitated and co-led psychotherapy, support, and dual diagnosis groups
Conducted and wrote intake interviews, cognitive and psychological assessments, and emergency room evaluations to determine if a client required inpatient services
- Assisted with case management, discharge treatment planning, and referrals
- Presented client progress to the attending psychiatrist during daily rounds

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Erica Snyder CRSW

[redacted]
[redacted]
[redacted]
[redacted]

EXPERIENCE

References
[redacted]

The Doorway at Cheshire Medical Center- Certified Recovery Support worker.

December 2020- present
Facilitating access to recovery support services in a Medically assisted treatment clinic under supervision of Primary counselors and addiction Medicine Doctor.

The Grapevine Resource Center- Parent Educator/ Home Visitor

October-2020-present

Provide parent educational groups for family resource centers in person and through zoom. Provide supportive case management in home to families with children.

Sobriety Centers of NH- Residential Program Manager

January 2018-2020

Duties including supervising peer support workers, scheduling group activities. Auditing medication administration records and reporting to the doctor and director. Performing supportive case management to clients with a strong knowledge of DHHS and the recovery community. Maintaining staff professional development and ensuring supervision hours are met. Crossed trained in all Outpatient clinic responsibilities such as Urine Analysis procedures, scheduling and prescription management.

Crotched Mountain — Paraprofessional

February 2010 - 2016

Assisting in school and home activities. Transporting clients to appointments and community events. Skilled in de escalation techniques such as MANDT and gentle teaching.

The GrapeVine — After School Club Assistant

September 2014- June 2016

Over seeing elementary school children during after school hours until

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parents pick up. Playing structured games and helping with homework.

EDUCATION

High school Diploma

Conval Regional High school
June 2009

CPR certified- present
CRSW-present
Supervising CRSW- present

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CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Nelson Hayden, MLADC	Dir. Community Substance Use Services	$2,080.80/wk	18%	$374 .54/week
Dawn Harland, MD	Medical Director	$2,500/wk	67%	$1,667.50/week
Laurie Butz-Meyerrose, LCMHC, MLADC, ACS	Clinician	$1,386.79/week	20%	$277.36/week
Tracy Grissom, LCMHC	Clinician	$1,377.00/wk	20%	$275.40/week
Heather Trempe, MS	Clinician	$1,234.20/wk	20%	$246.84/week
Tara Abbott, RN	Registered Nurse, MAT	$1,357.42/wk	67%	$909.47/week
David Burrows	Peer Recovery Support Spec.	$504.29/wk	0%	$0/week
Erica Snyder, CRSW	Cert. Recovery Support Worker	$538.56/wk	0%	$0/week
Debbie Norris	Administrative Asst.	$816.00/wk	0%	$0/week
Judy Gallagher, MLADC	Clinical Supervisor	$270.00/wk	0%	$0/week

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

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

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

September 15, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into contracts with the Contractors listed below in an amount not to exceed $11,475,254 for Substance Use Disorder Treatment and Recovery Support Services, with the option to renew for up to four (4) additional years, effective upon Governor and Council approval through September 29, 2023. 66.56% Federal Funds. 14.00% General Funds. 19.44% Other Funds (Governor's Commission).

Contractor Name	Vendor Code	Area Served	Contract Amount
Belonging Medical Group, PLLC	334662-B001	Statewide	$562,794
Bridge Street Recovery, LLC	341988-B001	Statewide	$1,261,744
The Cheshire Medical Center	155405-B001	Statewide	$413,728
Dismas Home of New Hampshire, Inc.	290061-B001	Statewide	$651,316
FIT/NHNH, Inc.	157730-B001	Statewide	$2,216,432
Grafton County New Hampshire	177397-B003	Statewide	$464,325
Headrest	175226-B001	Statewide	$527,907
Hope on Haven Hill, Inc.	275119-B001	Statewide	$781,009
Manchester Alcoholism Rehabilitation Center	177204-B001	Statewide	$3,801,533
South Eastern New Hampshire Alcohol and Drug Abuse Services	155292-B001	Statewide	$794,466
		Total:	**$11,475,254**

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Funds are available in the following accounts for State Fiscal Years 2022 and 2023, and are anticipated to be available in State Fiscal Year 2024, 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.

See attached fiscal details.

EXPLANATION

The purpose of this request is to provide Substance Use Disorder Treatment and Recovery Supports Services statewide to New Hampshire residents who have income below 400% of the Federal Poverty Level, and are uninsured or underinsured.

The Contractors will provide statewide access to an array of treatment services, including individual and group outpatient services; intensive outpatient services; partial hospitalization; ambulatory withdrawal management services; transitional living services; high and low intensity residential treatment services; specialty residential services; and integrated medication assisted treatment. The Contractors will ensure individuals with a substance use disorder receive the appropriate type of treatment and have access to continued and expanded levels of care, which will increase the ability of individuals to achieve and maintain recovery. The Contractors will also assist eligible individuals with enrolling in Medicaid while receiving treatment, and the Department will serve as the payer of last resort.

Approximately 7,000 individuals will receive services over the next two years.

The Department will monitor services through monthly, quarterly, and annual reporting to ensure the Contractors:

- Provide services that reduce the negative impacts of substance misuse.
- Make continuing care, transfer and discharge decisions based on American Society of Addiction Medicine (ASAM) criteria.
- Treat individuals using Evidence Based Practices and follow best practices.
- Achieve initiation, engagement, and retention goals as required by the Department.

The Department selected the Contractors through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from July 20, 2021 through August 19, 2021. The Department received twelve (12) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached. This request represents ten (10) of twelve (12) contracts for Substance Use Disorder Treatment and Recovery Supports Services. The Department anticipates presenting two (2) additional contracts at a future Governor and Executive Council meeting for approval.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions of the attached agreements, the parties have the option to extend the agreements 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, individuals in need of Substance Use Disorder Treatment and Recovery Supports Services may not receive the treatment, tools, and education required to enhance and sustain recovery that, in some cases, prevents untimely deaths.

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Source of Federal Funds: Substance Abuse Prevention and Treatment Block Grant, CFDA 93.959 FAIN TI083464 and State Opioid Response Grant, CFDA # 93.788, FAIN TI083326.

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

Respectfully submitted,

DocuSigned by:
Lori A. Weaver
4C4A92094125473...

Lori A. Shibinette
Commissioner

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

Belonging Medical Group 334662-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$69,199
2023	102-500731	Contracts for Prog Svc	$89,961
2024	102-500731	Contracts for Prog Svc	$21,261
Sub-total			$180,421

Bridge Street Recovery, LLC 341988-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$136,979
2023	102-500731	Contracts for Prog Svc	$188,928
2024	102-500731	Contracts for Prog Svc	$40,498
Sub-total			$366,405

Center/Dartmouth Hitchcock Keene 155405-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$60,015
2023	102-500731	Contracts for Prog Svc	$59,496
2024	102-500731	Contracts for Prog Svc	$13,122
Sub-total			$132,633

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CC of Nashua/Greater Nashua Mental Health | 154112-B001 | PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$0
2023	102-500731	Contracts for Prog Svc	$0
2024	102-500731	Contracts for Prog Svc	$0
Sub-total			$0

Dismas Home | 290061-B001 | PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$43,044
2023	102-500731	Contracts for Prog Svc	$62,909
2024	102-500731	Contracts for Prog Svc	$13,981
Sub-total			$119,934

Families in Transition | 157730-B001 | PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$196,022
2023	102-500731	Contracts for Prog Svc	$271,691
2024	102-500731	Contracts for Prog Svc	$58,106
Sub-total			$525,818

Grafton Cty 177397-B003 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$64,632
2023	102-500731	Contracts for Prog Svc	$69,395
2024	102-500731	Contracts for Prog Svc	$14,827
Sub-total			$148,854

Harbor Care 166574-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$0
2023	102-500731	Contracts for Prog Svc	$0
2024	102-500731	Contracts for Prog Svc	$0
Sub-total			$0

Headrest, Inc. 175226-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$26,063
2023	102-500731	Contracts for Prog Svc	$43,918
2024	102-500731	Contracts for Prog Svc	$10,390
Sub-total			$80,372

Hope on Haven Hill 275119-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$49,152
2023	102-500731	Contracts for Prog Svc	$51,320
2024	102-500731	Contracts for Prog Svc	$10,965
Sub-total			$111,437

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Manchester Alcohol Rehab Center,
Easter Seals, Farnum Center 177204-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$166,941
2023	102-500731	Contracts for Prog Svc	$234,977
2024	102-500731	Contracts for Prog Svc	$50,208
Sub-total			$452,125

Southeastern NH Alcohol & Drug
Abuse Services 155292-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$34,142
2023	102-500731	Contracts for Prog Svc	$36,020
2024	102-500731	Contracts for Prog Svc	$7,696
Sub-total			$77,858
SUB TOTAL GOV COMM			$2,195,857

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05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (66% FEDERAL FUNDS 34% GENERAL FUNDS)

Belonging Medical Group

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$146,657
2023	102-500731	Contracts for Prog Svc	$190,658
2024	102-500731	Contracts for Prog Svc	$45,059
Sub-total			$382,373

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$290,305
2023	102-500731	Contracts for Prog Svc	$400,404
2024	102-500731	Contracts for Prog Svc	$85,829
Sub-total			$776,539

Center/Dartmouth Hitchcock
Keene

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$127,193
2023	102-500731	Contracts for Prog Svc	$126,092
2024	102-500731	Contracts for Prog Svc	$27,811
Sub-total			$281,095

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CC of Nashua/Greater Nashua Mental Health

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$0
2023	102-500731	Contracts for Prog Svc	$0
2024	102-500731	Contracts for Prog Svc	$0
Sub-total			$0

Dismas Home

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$91,226
2023	102-500731	Contracts for Prog Svc	$133,325
2024	102-500731	Contracts for Prog Svc	$29,631
Sub-total			$254,182

Families in Transition

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$415,437
2023	102-500731	Contracts for Prog Svc	$575,805
2024	102-500731	Contracts for Prog Svc	$123,147
Sub-total			$1,114,389

Grafton Cty

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$136,977
2023	102-500731	Contracts for Prog Svc	$147,071
2024	102-500731	Contracts for Prog Svc	$31,424
Sub-total			$315,471

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Harbor Care

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$0
2023	102-500731	Contracts for Prog Svc	$0
2024	102-500731	Contracts for Prog Svc	$0
Sub-total			$0

Headrest, Inc.

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$55,237
2023	102-500731	Contracts for Prog Svc	$93,078
2024	102-500731	Contracts for Prog Svc	$22,021
Sub-total			$170,335

Hope on Haven Hill

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$104,169
2023	102-500731	Contracts for Prog Svc	$108,764
2024	102-500731	Contracts for Prog Svc	$23,239
Sub-total			$236,172

Manchester Alcohol Rehab Center,
Easter Seals, Famum Center

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$353,805
2023	102-500731	Contracts for Prog Svc	$497,996
2024	102-500731	Contracts for Prog Svc	$106,407
Sub-total			$958,208

Southeastern NH Alcohol & Drug
Abuse Services

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$72,359
2023	102-500731	Contracts for Prog Svc	$76,338
2024	102-500731	Contracts for Prog Svc	$16,311
Sub-total			$165,008
SUB TOTAL CLINICAL			$4,653,772

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05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% FEDERAL FUNDS) funding ends 9/29/22.

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$88,800
2023	102-500731	Contracts for Prog Svc	$30,000
Sub-total			$118,800

Dismas Home

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$207,200
2023	102-500731	Contracts for Prog Svc	$70,000
Sub-total			$277,200

Families in Transition

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$432,900
2023	102-500731	Contracts for Prog Svc	$143,325
Sub-total			$576,225

Harbor Care

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$0
2023	102-500731	Contracts for Prog Svc	$0
Sub-total			$0

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Headrest, Inc.

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$207,200
2023	102-500731	Contracts for Prog Svc	$70,000
Sub-total			$277,200

Hope on Haven Hill

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$325,600
2023	102-500731	Contracts for Prog Svc	$107,800
Sub-total			$433,400

Manchester Alcohol Rehab Center, Easter Seals, Farnum Center

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$1,793,400
2023	102-500731	Contracts for Prog Svc	$597,800
Sub-total			$2,391,200

Southeastern NH Alcohol & Drug Abuse Services

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$414,400
2023	102-500731	Contracts for Prog Svc	$137,200
Sub-total			$551,600
SUB TOTAL SOR			$4,625,625
Grand Total All			$11,476,254

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New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RFP-2022-BDAS-01-SUBST

Project Title Substance Use Disorder Treatment and Recovery Support Services

	Maximum Points Available	Belonging Medical Group, PLLC	Bridge Street Recovery, LLC	Cheshire Medical Center	Dismas Home of New Hampshire, Inc.	Manchester Alcoholism Rehabilitation Center	FIT/NHNH, Inc.	Grafton County New Hampshire	Community Council of Nashua, N.H. d/b/a Greater Nashua Mental Health	Harbor Home	Headrest	Hope on Haven Hill, Inc.	South Eastern New Hampshire Alcohol & Drug Abuse Services
Technical													
Qualifications (Q1)	50	40	25	47	37	50	50	43	48	50	50	50	50
Experience (Q2)	50	45	25	48	35	45	50	45	50	50	50	45	48
ASAM (Q3)	20	20	11	8	20	15	20	10	20	20	9	20	20
Knowledge (Q4)	20	20	13	5	20	13	20	15	20	20	10	20	18
Samples (Q5)	30	15	7	8	23	21	14	21	12	8	7	14	8
Collaboration & Wraparound (Q6)	45	45	25	15	45	24	45	37	40	45	40	40	20
Staffing Plan (Q7)	15	13	13	4	10	12	13	13	13	13	10	14	4
Subtotal - Technical	230	198	119	135	190	180	212	184	203	206	176	203	168
Cost													
4.2.1.1. Budget Sheet	70	63	30	63	63	48	60	63	60	68	58	65	62
4.2.1.2. Staff List	30	25	29	25	25	28	28	30	25	25	28	30	28
Subtotal - Cost	100	88	59	88	88	76	88	93	85	93	86	95	90
TOTAL POINTS	330	286	178	223	278	256	300	277	288	299	262	298	258

	Reviewer Name	Title
1	Sara Cleveland	
2	Paula Holigan	
3	Laurie Heath	
4		
5		

FORM NUMBER P-37 (version 12/11/2019)

Subject: Substance Use Disorder Treatment and Recovery Support Services (RFP-2022-BDAS-01-SUBST-03)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Cheshire Medical Center		1.4 Contractor Address 580 Court St. Keene, 03431	
1.5 Contractor Phone Number (603) 354-3697	1.6 Account Number 010-95-92-920510-33820000 010-95-92-920510-33840000	1.7 Completion Date September 29, 2023	1.8 Price Limitation $413,728
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: Kathryn Willbarger 3F51E2D18130422... Date: 9/12/2021		1.12 Name and Title of Contractor Signatory Kathryn Willbarger COO	
1.13 State Agency Signature DocuSigned by: Katja Fox ED0D0580CA3143... Date: 9/13/2021		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: J. Christopher Marshall D5BD458E80D4403... On: 9/14/2021			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS KW
Date 9/12/2021

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.

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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 omissions of the

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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 KW

Date 9/12/2021

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

EXHIBIT A

Revisions to Standard Agreement 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 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.

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall provide Substance Use Disorder (SUD) Treatment and Recovery Support Services that assist individuals with:

1.1.1. Stopping or reducing substance misuse;

1.1.2. Improving physical and mental health and social function; and

1.1.3. Reducing risk for recurrence of substance misuse.

1.2. Resiliency and Recovery Oriented Systems of Care (RROSC)

1.2.1. The Contractor shall ensure SUD Treatment and Recovery Support Services are available to eligible individuals, regardless of where the individual lives or works in New Hampshire. The Contractor shall:

1.2.1.1. Provide treatment services that support the RROSC by operationalizing the Continuum of Care Model.

1.2.1.2. Ensure all services:

1.2.1.2.1. Focus on strengths and resilience of individuals and families;

1.2.1.2.2. Are culturally sensitive and relevant to the diversity of individuals served;

1.2.1.2.3. Promote person-centered and self-directed approaches to care; and

1.2.1.2.4. Are trauma informed and designed to acknowledge the impact of violence and trauma on individuals' lives and the importance of addressing trauma in treatment.

1.3. The Contractor shall comply with all requirements in Exhibit B-1, Operational Requirements, as applicable.

1.4. For the purposes of this agreement, all references to business days shall mean Monday through Friday and excluding state and federal holidays.

1.5. For the purposes of this agreement, all references to calendar days shall mean Monday through Sunday, including state and federal holidays.

1.6. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8:00 AM to 5:00 PM, excluding state and federal holidays.

2. Population Served

2.1. The Contractor shall provide services to individuals who:

2.1.1. Have income below 400% of the Federal Poverty Level;

2.1.2. Are residents of New Hampshire or experiencing homelessness in New Hampshire; and

2.1.3. Are determined positive for SUD with a clinical diagnosis by a Licensed or Unlicensed Counselor.

2.2. The Contractor shall ensure consent for services is obtained prior to providing services, in accordance with 42 CFR Part 2, from:

2.2.1. The individuals who are aged 12 years and older; or

2.2.2. The parent or legal guarding of an individual who is less than 12 years of age.

2.3. The Contractor shall ensure individuals under 18 years of age are not denied services due to:

2.3.1. The parent's inability and/or unwillingness to pay the fee(s); or

2.3.2. The minor's decision to receive confidential services pursuant to New Hampshire Revised Statutes Annotated (RSA) 318-B:12-a.

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

2.4.1. Receive Medication Assisted Treatment (MAT) services from other providers, including the individual's primary care provider;

2.4.2. Have co-occurring mental health disorders; or

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

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

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

2.5.1.1. Contact with the Doorway of the individual's choice to connect the individual with SUD treatment services and document actions taken;

2.5.1.2. Assist individuals who refuse referral services offered through the Doorway with identifying alternative providers and

accessing services with these providers, which includes referrals for prenatal care and actively reaching out to identify providers on the behalf of the individual; and

2.5.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor's agency or an alternative provider. The Contractor shall ensure interim services include:

2.5.1.3.1. A minimum of one 60-minute individual or group outpatient session per week or;

2.5.1.3.2. Recovery support services as needed by the individual; or

2.5.1.3.3. Daily calls to the individual to assess and respond to any emergent needs.

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

2.5.3. Individuals with a history of injection drug use, including the provision of interim services within 14 days. If the Contractor is unable to admit an individual with a history of injection drug use within 14 days of the individual applying for services, the Contractor shall provide and document interim services until the appropriate level of care becomes available at either the Contractor's agency or an alternative provider.

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

2.5.5. Individuals with current Opioid Use Disorders or Stimulant Use Disorders;

2.5.6. Veterans with SUD;

2.5.7. Individuals with SUD who are involved with the criminal justice and/or child protection system; and

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

3. Scope of Services

3.1. Clinical Services

3.1.1. The Contractor shall adhere to a clinical care manual that includes policies and procedures related to all clinical services provided.

3.1.2. The Contractor shall develop and implement written policies and procedures governing its operation and all services provided through

this Agreement. The Contractor shall ensure staff are trained on all policies and procedures, which are reviewed and revised annually.

3.1.3. The Contractor shall provide the following SUD treatment services to eligible individuals:

3.1.3.1. The Contractor shall provide Individual Outpatient Treatment as defined as American Society of Addiction Medicine **(ASAM) Criteria, Level 1**. The Contractor shall ensure outpatient treatment services assist individuals achieve treatment objectives through the exploration of SUDs and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision-making with regard to alcohol and other drug related problems.

3.1.3.2. The Contractor shall provide Group Outpatient Treatment as defined as **ASAM Criteria, Level 1**. The Contractor shall ensure outpatient treatment services assist a group of individuals achieve treatment objectives through the exploration of SUDs and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

3.1.3.3. The Contractor shall provide **Ambulatory Withdrawal Management** services as defined as ASAM Criteria, Level 1-WM, as an outpatient service. The Contractor shall ensure withdrawal management services provide a combination of clinical and/or medical services to stabilize the individual undergoing withdrawal.

3.1.3.4. The Contractor shall provide **Integrated Medication Assisted Treatment** services through medication prescription and monitoring for treatment of OUD and other SUDs. The Contractor shall:

3.1.3.4.1. Provide non-medical treatment services to the individual in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider;

3.1.3.4.2. Coordinate care and meet all requirements for the service provided;

3.1.3.4.3. Provide Integrated Medication Assisted Treatment services in accordance with guidance provided by the Department, "Guidance Document on Best Practices: Key Components

for Delivery Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire"; and

3.1.4. The Contractor shall provide clinical services separately for adolescents and adults, unless otherwise approved by the Department. The Contractor shall ensure:

3.1.4.1. Adolescents and adults do not share the same residency space; and

3.1.4.2. Communal spaces such as kitchens, group rooms, and recreation are shared at separate times.

3.2. Interim Services

3.2.1. The Contractor shall provide interim services to all individuals waiting for clinical services. The Contractor shall ensure Interim Services include, but are not limited to:

3.2.1.1. Counseling and education about HIV and TB, the risks of needle sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur.

3.2.1.2. Referral for HIV or TB treatment services, if necessary.

3.2.1.3. Individual and/or group counseling on the effects of alcohol and other drug use.

3.3. Infectious Diseases

3.3.1. *Oral Fluid HIV Testing*

3.3.1.1. The Contractor shall administer rapid, on-site, same-day, oral fluid HIV testing as a routine component of SUD treatment for all individuals receiving services, except in those cases where an individual is being served solely via telehealth.

3.3.1.2. If testing is not possible at the time of admission, the Contractor shall administer testing within 48 hours from admission for residential services or at the time of the second session for outpatient services.

3.3.1.3. The Contractor shall conduct an HIV/AIDS screening upon an individual's admission to treatment. The Contractor shall ensure the screening includes:

3.3.1.3.1. The provision of information;

3.3.1.3.2. Risk assessment; and

3.3.1.3.3. Intervention and risk reduction education.

3.3.1.4. In cases where oral fluid HIV testing yields a positive result, the Contractor shall:

3.3.1.4.1. Complete and submit appropriate disease reporting forms to the Department within 72 hours of preliminary diagnoses, in accordance with New Hampshire Administrative Rule He-P 301.

3.3.1.4.2. Assist the Department's Infectious Disease Prevention, Investigation and Care Services Section staff connecting with individuals for the purpose of eliciting, identifying and locating information on sexual or needle sharing partners.

3.3.1.4.3. Link individuals to medical care and counseling services.

3.3.1.5. If an individual refuses to be tested for HIV or refuses to share the results with the Contractor, the Contractor shall:

3.3.1.5.1. Confirm the individual is still eligible to receive services funded through this Agreement; and

3.3.1.5.2. Clearly document the refusal in the individual's file.

3.3.1.6. If an individual receives an HIV test from an alternate provider, the Contractor shall:

3.3.1.6.1. Clearly document the date, location and provider of the HIV test; and

3.3.1.6.2. Ensure follow-up services were provided as appropriate.

3.3.1.7. The Contractor shall ensure all State reporting requirements are met while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.

3.3.1.8. The Contractor shall report all individuals with a positive HIV result, as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.

3.3.2. *Tuberculosis*

3.3.2.1. The Contractor shall directly, or through arrangements with other public or non-profit private entities, routinely make the

following tuberculosis services available to each individual receiving SUD treatment services:

3.3.2.1.1. Counseling with respect to TB.

3.3.2.1.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.

3.3.2.1.3. Providing for or referring the individuals infected by mycobacteria TB for appropriate medical evaluation and treatment.

3.3.2.2. The Contractor shall refer individuals, who are denied admission to the program on the basis of lack of capacity, to other providers of TB services.

3.3.2.3. The Contractor shall implement infection control procedures consistent with procedures established by the Department to prevent the transmission of TB, which include:

3.3.2.3.1. Screening patients and identifying individuals who are at high risk of becoming infected.

3.3.2.3.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.

3.3.2.3.3. Providing case management to ensure individuals receive services.

3.3.2.4. The Contractor shall report all individuals with active TB, as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.

3.4. Eligibility and Intake

3.4.1. The Contractor shall determine eligibility for services for individuals requesting SUD or recovery support services. The Contractor shall:

3.4.1.1. Assess each individual's income prior to admission using the Web Information Technology System (WITS) fee determination model; and

3.4.1.2. Ensure the individual signs the income assessment upon admission to treatment.

3.4.2. The Contractor shall update income information for all eligible individuals receiving services. The Contractor shall:

3.4.2.1. Ensure updates are completed at a minimum interval of every four (4) weeks;

3.4.2.2. Document each inquiry in the individual's service record using the WITS fee determination model; and

3.4.2.3. Ensure the individual receiving services signs each updated income assessment.

3.4.3. The Contractor shall complete an intake screening for all eligible individuals requesting services. The Contractor shall:

3.4.3.1. Communicate directly with the individual within two (2) business days from the date the individual initially contacts the Contractor for services. The Contractor shall ensure communication includes:

3.4.3.1.1. Face-to-face, in person;

3.4.3.1.2. Face-to-face, virtually and/or electronically; or

3.4.3.1.3. By telephone.

3.4.3.2. Complete an initial intake screening for the individual within two (2) business days from the date of the first direct contact, utilizing the WITS Social Detox Screen or another Department-approved tool, and document the results in WITS, to determine:

3.4.3.2.1. The probability of eligibility for services under this Agreement; and

3.4.3.2.2. The probability of the individual having a substance use disorder.

3.4.3.3. Ensure all attempts to contact the individual are documented in the individual record or call log.

3.5. Clinical Evaluation

3.5.1. The Contractor shall use clinical evaluations conducted and completed by a NH Licensed or Unlicensed Counselor that include DSM 5 Diagnostic information and a recommendation for a level of care based on the ASAM Criteria published in October 2013 (ASAM Criteria), from a referring agency, conducted and completed less than 30 days prior to the individual's admission to the Contractor's SUD treatment program.

3.5.2. The Contractor shall ensure any changes to ASAM dimensions that occurred after the completion of the accepted evaluation from the referring agency are recorded in the individual's record within three (3) days after admission to residential treatment or three (3) sessions for any outpatient levels of care, whichever is later.

3.5.3. The Contractor shall complete a new clinical evaluation for the

individual if:

3.5.3.1. More than 30 days have passed since the referring provider completed the evaluation;

3.5.3.2. The evaluation was conducted and completed by someone other than a NH Licensed or Unlicensed Counselor;

3.5.3.3. The evaluation did not include DSM 5 Diagnostic information and a recommendation for a specific level of care based on the ASAM Criteria; or

3.5.3.4. An individual presents without a completed evaluation.

3.5.4. The Contractor shall assist individuals with accessing an evaluation through their local Doorway, or other appropriate provider, if the Contractor is unable to complete the evaluation prior to admission due to geographic or other barriers.

3.5.5. The Contractor shall ensure the new evaluation is:

3.5.5.1. Completed within three (3) days after admission to residential treatment or three (3) sessions for any outpatient level of care, whichever is later, and

3.5.5.2. Conducted and completed by a NH Licensed or Unlicensed Counselor; utilizing CONTINUUM or an approved alternative assessment tool, provided by the Department, which includes DSM 5 Diagnostic information and recommendation for a specific level of care based on the ASAM Criteria.

3.5.6. The Contractor shall provide SUD treatment services, to eligible individuals, for the appropriate ASAM level of care, as indicated by the individual's clinical evaluation unless:

3.5.6.1. The individual chooses to receive a service with a lower intensity ASAM level of care; or

3.5.6.2. The service with the indicated ASAM level of care is unavailable at the time the level of care is determined; in which case the individual may choose:

3.5.6.2.1. A service with a lower Intensity ASAM level of care;

3.5.6.2.2. A service with the next available higher intensity ASAM level of care;

3.5.6.2.3. To be placed on the waitlist until their service with the assessed ASAM level of care becomes available; or

3.5.6.2.4. To be referred to another agency in the individual's service area that provides the service with the indicated ASAM level of care.

3.5.7. The Contractor shall ensure, if the clinically appropriate level of care is available and an individual is admitted to a level of care other than what is recommended by the clinical evaluation, the reasoning for the admittance will be clinically justified using ASAM Criteria and be documented in the individual's record prior to admission.

3.6. Waitlists

3.6.1. The Contractor shall maintain a waitlist for all individuals and all SUD treatment services regardless of payor source.

3.6.2. The Contractor shall track the wait time for individuals to receive services from the date of initial contact to the date the individual first received SUD services, other than the evaluation in Subsection 2.11.

3.6.3. The Contractor shall provide monthly reports to the Department detailing:

3.6.3.1. The average wait time for all individuals, by the type of service and payer source for all services; and

3.6.3.2. The average wait time for priority populations, as listed in Subsection 2.5, by the type of service and payer source for the services.

3.7. Assistance Enrolling in Insurance Programs

3.7.1. The Contractor shall assist individuals who are unable to secure the financial resources necessary for initial entry into the SUD treatment program, and/or their parents or legal guardians, obtain other potential sources for payment, within 14 days after admission, which may include, but is not limited to enrollment in:

3.7.1.1. Public insurance.

3.7.1.2. Private insurance.

3.7.1.3. New Hampshire Medicaid programs.

3.7.2. The Contractor shall document assistance provided with securing financial resources or the individuals' refusal of assistance in the individual's service record.

3.8. Use of Evidence-Based Practices

3.8.1. The Contractor shall ensure all services in this Agreement are provided:

3.8.1.1. Using evidence-based practices; as demonstrated by

meeting one of the following criteria:

3.8.1.1.1. The service is included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center.

3.8.1.1.2. The service is published in a peer-reviewed journal and has been found to have positive effects; or

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

3.8.1.2. In accordance with:

3.8.1.2.1. ASAM Criteria;

3.8.1.2.2. Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs); and

3.8.1.2.3. SAMHSA Technical Assistance Publications (TAPs).

3.8.2. The Contractor shall assess all individuals for risk of self-harm at all phases of treatment, including:

3.8.2.1. Initial contact;

3.8.2.2. Screening;

3.8.2.3. Intake;

3.8.2.4. Initial Clinical Evaluation/Assessment;

3.8.2.5. Admission;

3.8.2.6. On-going treatment services; and

3.8.2.7. Discharge.

3.8.3. The Contractor shall assess all individuals for withdrawal risk based on ASAM Criteria standards at all phases of treatment, including:

3.8.3.1. Initial contact;

3.8.3.2. Screening;

3.8.3.3. Intake;

3.8.3.4. Initial Clinical Evaluation/Assessment;

3.8.3.5. Admission; and

3.8.3.6. On-going treatment services.

3.8.4. The Contractor shall stabilize all individuals based on ASAM Criteria guidance. The Contractor shall:

3.8.4.1. Provide stabilization services when an individual's level of risk indicates a service with an ASAM level of care that can be provided in this Agreement and integrate withdrawal management into the individual's treatment plan.

3.8.4.2. Provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely. If the Contractor does not provide the indicated ASAM level of care, the Contractor shall:

3.8.4.2.1. Refer the individual to a facility where the services can be provided when an individual's risk indicates a service with an ASAM level of care that is higher than can be provided under this Contract.

3.8.4.2.2. Coordinate with the withdrawal management services provider to admit the individual to an appropriate service once the individual's withdrawal risk has reached a level that can be provided under this Contract.

3.9. Treatment Planning

3.9.1. The Contractor shall complete individualized treatment plans for all individuals determined to be eligible for services, based on clinical evaluation data that addresses problems in all ASAM Criteria domains, which justify the individual's admittance to a given level of care, except for Transitional Living, which is not required to address all ASAM domains. The Contractor shall ensure all treatment plans:

3.9.1.1. Are completed within two (2) business days or two (2) sessions from the completion of the clinical evaluation or admission, whichever is later;

3.9.1.2. Include treatment plan goals, objectives, and interventions written in terms that are S.M.A.R.T., which are:

3.9.1.2.1. Specific, clearly defining what shall be done;

3.9.1.2.2. Measurable, including clear criteria for progress and completion;

3.9.1.2.3. Attainable, within the individual's ability to achieve;

3.9.1.2.4. Realistic, the resources are available to the individual;

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

3.9.1.3. Include the individual's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

3.9.2. The Contractor shall update treatment plans at a minimum of intervals as follows:

3.9.2.1. All Level 1 programs: Every six (6) sessions or every six (6) weeks, whichever is earlier.

3.9.2.2. Level 2.1: Every six (6) group sessions or every two (2) weeks, whichever is earlier.

3.9.2.3. Level 2.5, Level 3, Level 3.3, Level 3.5, and Level 3.7: Every seven (7) sessions or every one (1) week, whichever is earlier.

3.9.2.4. Level 3.1 and Transitional Living: Every four (4) weeks, or every four (4) sessions, whichever is earlier.

3.9.3. The Contractor shall update treatment plans, in addition to the recommended intervals above, when:

3.9.3.1. Changes are made in any ASAM domain, except for Transitional Living;

3.9.3.2. Goals have been met and problems have been resolved; or

3.9.3.3. New goals and new problems have been identified.

3.9.4. The Contractor shall ensure treatment plan updates for all levels of care, except Transitional Living include:

3.9.4.1. Justification for continued treatment at the current level of care;

3.9.4.2. Transfer from one level of care to another within the same agency; or

3.9.4.3. Discharge from treatment at the agency.

3.9.5. The Contractor shall ensure justification includes a minimum of one (1) of the three (3) criteria for continuing services when addressing continuing care as:

3.9.5.1. Continuing Service Criteria, A: The individual is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit

the individual to continue working toward treatment goals; or

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

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

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

3.9.6. The Contractor shall track the individual's progress relative to the specific goals, objectives, and interventions in the individual's treatment plan by completing encounter notes in WITS, or an alternative Electronic Health Record (EHR) approved by the Department.

3.10. Coordination of Care

3.10.1. The Contractor shall inform the Regional Public Health Networks (RPHN) of services available in order to align SUD work with other RPHN projects that may be similar or impact the same populations.

3.10.2. The Contractor shall ensure all coordination of care activities are compliant with state and federal laws and rules, including but not limited to 42 CFR Part 2.

3.10.3. The Contractor shall refer individuals to, and coordinate the individual's care with, other providers and document the coordination, or individual's refusal of the coordination, in the individual's service record. The Contractor shall ensure referrals include, but are not limited to:

3.10.3.1. Primary care providers. If the individual does not have a primary care provider, the Contractor shall make an appropriate referral to one and coordinate care with that

provider.

3.10.3.2. Behavioral health care providers when serving individuals with co-occurring substance use and mental health disorders. If the individual does not have a behavioral health care provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider.

3.10.3.3. Medication-Assisted Treatment (MAT) providers.

3.10.3.4. Peer recovery support providers. If the individual does not have a peer recovery support provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider.

3.10.4. The Contractor shall coordinate with case management services offered by the individual's managed care organization, third party insurance or other provider, as applicable.

3.10.5. The Contractor shall coordinate individual services with the Department's Doorway contractors including, but not limited to:

3.10.5.1. Ensuring timely admission of individuals to services,

3.10.5.2. Completing initial clinical evaluations as needed.

3.10.5.3. Referring individuals to Doorway services when the Contractor cannot admit an individual for services within 48 hours.

3.10.5.4. Referring individuals to Doorway services at the time of discharge when an individual is in need of Doorway services.

3.10.6. The Contractor shall coordinate with the NH Ryan White CARE Program, for individuals identified as at risk of or with HIV/AIDS.

3.10.7. The Contractor shall coordinate with other social service agencies engaged with the individual, as applicable, which may include but are not limited to:

3.10.7.1. NH Division for Children, Youth and Families (DCYF).

3.10.7.2. Probation and parole.

3.10.7.3. Doorways.

3.10.8. The Contractor shall clearly document in the individual's service record when the individual refuses any referrals or care coordination.

3.10.9. The Contractor shall not prohibit individuals from receiving services under this Agreement when an individual does not consent to information sharing.

3.10.10. The Contractor shall notify individuals who consent to information sharing that they have the ability to rescind the consent at any time without any impact on services provided under the awarded contract.

3.10.11. The Contractor shall coordinate with local recovery community organizations, where available, to bring peer recovery support providers into the treatment setting, to meet with individuals to describe available services and to engage individuals in peer recovery support services as applicable.

3.10.12. The Contractor shall complete a Transfer Plan on the day of transfer when an individual is transferring from one level of care to another *within the same agency*, during the same episode of care for all services. The Contractor shall ensure the Transfer Plan:

3.10.12.1. Addresses all ASAM Dimensions;

3.10.12.2. Includes at least one of the four (4) ASAM Criteria for transfer, including how the individual meets that criteria; and

3.10.12.3. Includes the transfer plan and recommendations, with specific information regarding further treatment at the agency.

3.11. The Contractor shall discharge an individual from WITS by closing the Episode in WITS when the individual is discharged from treatment at the agency, even if they are expected to return at a future date, for example, after completing treatment at a different agency. The time frames for discharge are as follows:

3.11.1. Individuals receiving outpatient services (individual outpatient (OP), intensive outpatient (IOP), partial hospitalization program (PHP)), who have not received services in the past 30 days must be discharged by day 30. Upon the individual's return to treatment a new episode of care must be started, and all standard admission steps must be taken.

3.11.2. Individuals receiving residential services, including but not limited to low intensity and high intensity, who have not received services in the past 48 hours must be discharged. The Contractor shall ensure discharge is completed within seven (7) days of the last day of service. Upon the individual's return to treatment a new episode of care must be started, and all standard admission steps must be taken.

3.12. The Contractor shall identify the reason for transfer or discharge in the Program Enrollment section of WITS for each individual at the time of transfer or discharge from the program.

3.13. The Contractor shall complete a Discharge Summary when an individual is being discharged from treatment at the contracted agency for all services within

this Agreement. The Contractor shall ensure the Discharge Summary:

3.13.1. Addresses all ASAM (2013) domains, including the process of transfer planning at the time of the individual's intake to the program, except for Transitional Living;

3.13.2. Is in accordance with Exhibit B-1, Operational Requirements;

3.13.3. Includes the reason for admission, course of treatment, discharge assessment, strengths and liabilities, and discharge plan and recommendations, with specific information regarding referrals or further treatment; and

3.13.4. Includes at least one of the following four (4) ASAM Criteria for discharge, and how individual meets the requirement, except for Transitional Living:

3.13.4.1. Transfer/Discharge Criteria A: The patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

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

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

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

3.14. Individual and Group Education

3.14.1. The Contractor shall offer all individuals receiving services under this Agreement individual or group education on prevention, treatment, and nature of:

3.14.1.1. Substance use disorders.

3.14.1.2. Relapse prevention.

3.14.1.3. Hepatitis C Virus (HCV).

3.14.1.4. Human Immunodeficiency Virus (HIV).

3.14.1.5. Sexually Transmitted Diseases (STDs).

3.14.1.6. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;

3.14.1.7. Individual and/or group counseling for individuals of childbearing age, regardless of gender, on the effects of alcohol and other drug use on a fetus.

3.14.1.8. The relationship between tobacco use and substance use and other mental health disorders, if the individual uses nicotine.

3.14.2. The Contractor shall ensure that all individuals are screened at intake and discharge for tobacco use, treatment needs and referral to the NH QuitLine, as part of treatment planning.

3.14.3. The Contractor shall maintain an outline of each educational session provided.

3.15. Tobacco-Free Environment

3.15.1. The Contractor shall ensure a tobacco-free environment by having policies and procedures that apply to all staff, individuals receiving services, and visitors that include but are not limited to:

3.15.1.1. Smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices.

3.15.1.2. Prohibiting the use of tobacco products within the Contractor's facilities at any time.

3.15.1.3. Prohibiting the use of tobacco in any Contractor-owned vehicle.

3.15.1.4. Whether the use of tobacco products is prohibited outside of the facility on the grounds. If use of tobacco products is allowed outside of, but on the grounds of, the facility, the Contractor shall ensure:

3.15.1.4.1. Designated smoking area(s) are located a minimum of 20 feet from the main entrance;

3.15.1.4.2. All materials used for smoking in the designated area, including cigarette butts and matches, are

extinguished and disposed of in appropriate containers;

3.15.1.4.3. Periodic cleanup of the designated smoking area is scheduled and completed as scheduled and/or needed; and

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

3.15.1.5. Prohibiting tobacco use in personal vehicles when transporting individuals on authorized business.

3.15.2. The Contractor shall ensure the Tobacco-Free Environment policy is included in employee, individual, and visitor orientations and posted in the Contractor's facilities and vehicles.

3.15.3. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging individuals from services being provided under this Contract.

3.16. State Opioid Response (SOR) Grant Standards

3.16.1. The Contractor shall establish formal information sharing and referral agreements with the Doorways in compliance with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.

3.16.2. The Contractor shall ensure all referrals of individuals to the Doorways are:

3.16.2.1. Completed and documented in the individual's file;

3.16.2.2. Available to the Department as requested and as needed for payment of invoices for services provided through SOR-funded initiatives.

3.16.3. The Contractor shall ensure individuals receiving services rendered from SOR funds have a documented history or current diagnoses of Opioid Use Disorder (OUD) or Stimulant Use Disorders.

3.16.4. The Contractor shall coordinate ongoing care for individuals with documented history or current diagnoses of OUD or Stimulant Use Disorder, receiving services rendered from SOR funds, with the Doorways in accordance with 42 CFR Part 2.

3.16.5. The Contractor shall ensure that SOR grant funds are not used to purchase, prescribe, or provide marijuana or for providing treatment using marijuana. The Contractor shall ensure:

3.16.5.1. Treatment in this context includes the treatment of opioid

use disorder (OUD).

3.16.5.2. Grant funds are not provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental health disorders.

3.16.5.3. This marijuana restriction applies to all subcontracts and memorandums of understanding (MOU) that receive SOR funding.

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

3.16.6.1. Methadone; and

3.16.6.2. Buprenorphine products including:

3.16.6.2.1. Single-entity buprenorphine products;

3.16.6.2.2. Buprenorphine/naloxone tablets;

3.16.6.2.3. Buprenorphine/naloxone films; and

3.16.6.2.4. Buprenorphine/naloxone buccal preparations.

3.16.7. The Contractor shall provide medical withdrawal management services supported by SOR funds only when the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

3.16.8. The Contractor shall provide a Fentanyl test strip utilization plan to the Department for approval prior to implementation. The Contractor shall ensure the utilization plan includes:

3.16.8.1. Internal policies for the distribution of Fentanyl strips;

3.16.8.2. Distribution methods and frequency; and

3.16.8.3. Other key data as requested by the Department.

3.16.9. The Contractor shall ensure individuals receiving financial aid for recovery housing utilizing SOR funds are in a recovery housing facility that aligns with the National Alliance for Recovery Residences standards and is registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with New Hampshire Administrative Rules, He-A 305, Voluntary Registry for Recovery Houses.

3.16.10. The Contractor shall accept individuals on MAT and facilitate access to MAT on-site or through referrals for all individuals supported with SOR funds, as clinically appropriate.

3.16.11. The Contractor shall ensure individuals who refuse to consent to information sharing with the Doorways do not receive services utilizing SOR funding.

3.16.12. The Contractor shall ensure individuals who rescind consent to information sharing with the Doorway do not receive any additional services utilizing SOR funding.

4. Web Information Technology System

4.1. The Contractor shall use the Web Information Technology System (WITS) to record contact with individuals within three (3) days following the activity, unless otherwise stated in the WITS guidance document(s). The Contractor shall utilize WITS to record all BDAS individual activities, including, but not limited to:

4.1.1. Determining individual eligibility.

4.1.2. Reporting all data that is used to calculate and analyze National Outcome Measures.

4.1.3. Billing the Department for services performed under the resulting contract including all data required by the Department to authorize payment.

4.1.4. Providing other information as required by the Department.

4.2. The Contractor shall provide the individual with the WITS Information Acknowledgement and obtain the individual's signature on that format the time of admission to treatment, prior to providing services.

4.3. The Contractor shall ensure information for individuals refusing to sign the WITS Information Acknowledgement is not entered into the WITS system and the Contractor shall contact the Department to establish alternative reporting and billing procedures.

4.4. The Contactor shall ensure services are provided to individuals who refuse to sign the WITS Information Acknowledgement, despite not being able to enter that individual into the WITS system. The Contractor shall:

4.4.1. Establish a policy to document individual activity elsewhere;

4.4.2. Obtain Department approval of the established policy;

4.4.3. Notify the Department of each individual's refusal; and

4.4.4. Ensure the Department has access to records as requested.

4.5. The Contractor shall ensure the WITS system is only used for individuals who are in a program that is funded by or under the oversight of the Department. The Contractor may use WITS to enter information for non-BDAS individuals if the following conditions apply:

4.5.1. The Department has approved the Contractors' use of WITS for this purpose;

4.5.2. The Contractor utilized WITS prior to September of 2019; and

4.5.3. The Contractor does not have an alternative electronic health record available for use.

4.6. The Contractor shall cease utilizing WITS if an individual obtains funding from another source while in treatment, unless otherwise approved by the Department. Individuals who are in a program that is funded by or under the oversight of the Department include:

4.6.1. Individuals receiving BDAS-funded SUD treatment services,

4.6.2. Individuals receiving services from Impaired Driver Care Management Programs (IDCMP); and

4.6.3. Individuals receiving services from Impaired Driver Service Providers (IDSP), regardless of funding source.

4.7. The Contractor may use their own electronic health record (EHR), in addition to WITS, to record and track other data not collected in WITS, upon approval by the Department and only if the Department has access to the EHR.

4.8. The Contractor shall record that an individual has been discharged when the individual has completed a treatment episode in WITS.

4.9. The Contractor shall follow all the instructions and requirements in the most current WITS User Guide, as provided by the Department.

4.10. The Contractor shall agree to and follow the Information Security Requirements in Exhibit K.

5. Telehealth

5.1. The Contractor may deliver outpatient services via telehealth through secure telecommunication technology, when clinically appropriate and within the Contractor's scopes of practice, as documented in the individual's treatment plan. The Contractor acknowledges and agrees that:

5.1.1. Telehealth services may be rendered from a remote site, other than the Contractor's facility.

5.1.2. Confidentiality and privacy protections apply to all telehealth services, under the same laws that protect the confidentiality of in-person services

5.1.3. The use of public facing applications such as Facebook Live, Twitch, TikTok, or other similar video communication applications is prohibited.

5.2. The Contractor shall ensure telehealth complies with all security and privacy

components identified in Exhibit K, DHHS Information Security Requirements. The Contractor shall ensure:

5.2.1. Individual's informed consent to using the telecommunication technology is received and kept on file.

5.2.2. A provider is present with the individual(s) during the use of telecommunication technology.

5.2.3. Only authorized users have access to any electronic PHI (ePHI) that is shared or available through the telecommunication technology.

5.2.4. Secure end-to-end communication of data is implemented, including all communication of ePHI remaining in the United States.

5.2.5. A system of monitoring the communications containing ePHI is implemented to prevent accidental or malicious breaches.

5.3. The Contractor shall adhere to all relevant state and federal regulations regarding telehealth not identified in the contract, including regulations regarding face-to-face services.

6. Staffing

6.1. The Contractor shall meet the minimum staffing requirements, or request an exemption to the requirements, to provide the scope of work in this Agreement. Staffing levels must include the following:

6.1.1. A minimum of one (1) New Hampshire Licensed Clinical Supervisor.

6.1.2. Staffing ratios for the following:

6.1.2.1. Individual Counseling: The ratio of individuals to NH Licensed and Unlicensed Counselors who provide counseling to individuals on an individual basis in any ASAM level of care should be based on the following:

6.1.2.1.1. Clinician's ability to provide appropriate, effective, and evidence-based treatment to individuals within the setting;

6.1.2.1.2. Type of treatment provided;

6.1.2.1.3. Composition of the individual population; and

6.1.2.1.4. Availability of auxiliary services.

6.1.2.2. SUD Treatment Groups: No more than 12 individuals with one NH Licensed Counselor or Unlicensed Counselor present or no more than 16 individuals when that Counselor is joined by a second Licensed Counselor, Unlicensed Counselor, CRSW or Uncertified Recovery Support Worker.

6.1.2.3. Recovery Support Groups: No more than eight (8)

individuals with one (1) NH CRSW present or no more than 12 individuals when that CRSW is joined by a second CRSW, or Uncertified CRSW, Licensed or Unlicensed Counselor.

6.1.2.4. Milieu/Line Staff: Ratios must be based upon the needs of the individuals, and the staff's ability to ensure individual health, safety and well-being. The Contractor shall ensure a minimum of one (1) floating Milieu/Line staff member able to move between common areas to observe individuals is present at all times, when the space is occupied by individuals. The following Milieu/Line staff to individual ratio is required for all residential facilities. Temporary staffing shortages are allowable, but not encouraged, while the Contractor actively seeks to fill any open staff positions. Any temporary staffing shortages must be reported to BDAS in the Quarterly Reports, and Contractor must be actively working to recruit new staff:

6.1.2.4.1. 3.5 Level of Care, or 3.5 Co-occurring Capable Level of Care:

6.1.2.4.1.1. A maximum of five (5) individuals to 1 (one) Milieu/Line Staff Member present with individuals, during awake hours, when individuals are not participating in a group or individual session; and

6.1.2.4.1.2. A maximum of 10 individuals to one (1) awake Milieu/Line Staff during overnight hours.

6.1.2.4.2. 3.5 Co-occurring Enhanced Level of Care, or 3.7 Level of Care:

6.1.2.4.2.1. A maximum of five (5) individuals to one (1) Milieu/Line Staff Member present with individuals during awake hours, when individuals are not participating in a group or individual session; and

6.1.2.4.2.2. A maximum of 10 individuals to one (1) awake Milieu/Line during overnight hours.

6.1.2.4.3. 3.1 Level of Care:

6.1.2.4.3.1. A maximum of eight (8) individuals to one (1) Milieu/Line staff member present with individuals during awake hours, when individuals are not participating in a group or individual session; and

6.1.2.4.3.2. A maximum 14 individuals to one (1) awake Milieu/Line staff during overnight hours.

6.2. The Contractor shall notify the Department, in writing, of changes in key personnel, of whom a minimum of 10% of their work time is devoted to providing SUD treatment and/or recovery support services, and provide, within five (5) working days, updated resumes that clearly indicate the staff member is employed by the Contractor.

6.3. The Contractor shall notify the Department in writing within one (1) month of hire when a new administrator, coordinator, or any staff person essential to delivering this scope of services is hired to work in the program(s). The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the new hire notification.

6.4. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one (1) month.

6.5. The Contractor shall have policies and procedures related to student interns that address minimum coursework, experience and core competencies for interns having direct contact with individuals served by this Agreement.

6.6. The Contractor shall ensure student interns complete training on the following topics, as approved by the Department, prior to beginning their internship:

6.6.1. Ethics;

6.6.2. 12 Core Functions;

6.6.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and

6.6.4. Information security and confidentially practices for handling PHI and substance use disorder treatment records as safeguarded by 42 CFR Part 2.

6.7. The Contractor shall ensure attendance of all required training for interns is documented in the interns' records and shall provide a list of which includes the intern's name and dates and topics of training, to the Department, as requested.

6.8. The Contractor shall ensure the health, safety, and well-being of all individuals in areas where individuals congregate, including, but not limited to:

6.8.1. Common areas.

6.8.2. Group rooms.

6.8.3. Classrooms.

6.9. The Contractor shall ensure written policies are available for Department review, as requested, for all required positions. The Contractor may request an exemption of staffing requirements if the requirements are inappropriate for services provided.

6.10. The Contractor shall provide both clinical and safety justifications to request exemption for any of the staffing requirements believed inappropriate for proposed services and/or if the facility does not meet the staffing requirements to the Department for approval.

6.11. The Contractor shall ensure no Licensed Clinical Supervisor shall supervise more than 12 staff unless the Department has approved an alternative supervision plan.

6.12. The Contractor shall provide ongoing clinical supervision that occurs at regular intervals, and is documented in all staff members' records and evidence-based practices. Clinical supervision, shall include, at a minimum:

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

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

6.13. The Contractor shall provide training to all staff providing SUD services under this Agreement on the following topics. Training attendance must be documented in all staff members' records:

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

6.13.2. The 12 core functions;

6.13.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and

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

6.14. The Contractor shall ensure all Unlicensed Staff complete training on the following topics, as approved by the Department, within six (6) months of hire:

6.14.1. Ethics;

6.14.2. 12 Core Functions;

6.14.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and

6.14.4. Information security and confidentially practices for handling PHI and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within six (6) months of hire.

6.15. The Contractor shall provide in-service training to all staff involved in individual care within 15 days of the contract effective date or the staff person's employment start date, if the staff member started work after the contract effective date and annually thereafter. The Contractor shall ensure in-service training topics are as follows:

6.15.1. Contract requirements;

6.15.2. Policies and procedures provided by the Department;

6.15.3. Hepatitis C (HCV);

6.15.4. Human immunodeficiency virus (HIV);

6.15.5. Tuberculosis (TB); and

6.15.6. Sexually transmitted diseases (STDs).

6.16. The Contractor shall ensure all staff receive annual continuing education on the following topics:

6.16.1. Advancements in the science and evidence-based practices of the SUD field; and

6.16.2. State and federal laws and rules relating to confidentiality.

6.17. The Contractor shall ensure staff attendance of all required training is documented in the staff members' records and shall provide a list of trained staff which includes dates and topics of training, to the Department, as requested.

7. Audit Requirements

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

7.1.1. 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.

7.1.2. 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.

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

7.2. If Condition A exists, the Contractor must 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.

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

7.4. 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.

7.5. 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 must 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.

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

7.7. The Contractor must ensure the corrective action plan uses SMART goals and objectives, and includes:

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

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

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

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

7.7.5. How and when the Contractor shall report to the Department on progress on implementation and effectiveness

8. Exhibits Incorporated

8.1. 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.

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

8.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

9. Reporting Requirements

9.1. The Contractor shall report individual demographic data in WITS for all BDAS funded individuals as specified in the current WITS User Guide.

9.2. The Contractor shall report individual National Outcome Measures (NOMS) data in WITS for:

9.2.1. 100% of all individuals at admission.

9.2.2. 100% of all individuals who are discharged.

9.3. The Contractor shall report all data *necessary* for *calculation* of the following performance measures in WITS and as specified in the WITS User Guide:

9.3.1. Initiation: Percentage of individuals accessing services within 14 days of screening;

9.3.2. Engagement: Percentage of individuals receiving three (3) or more eligible services within 34 days of screening;

9.3.3. Retention: Percentage of individuals receiving six (6) or more eligible services within 60 days of screening;

9.3.4. Treatment completion: Percentage of individuals completing treatment; and

9.3.5. National Outcome Measures (NOMS):

9.3.5.1. Reduction in/no change in the frequency of both alcohol and other drug substance use at discharge compared date of first service.

9.3.5.2. Increase in/no change in number of individuals employed or in school on the date of last service compared to first service.

9.3.5.3. Reduction in/no change in number of individuals arrested in

past 30 days from date of first service to date of last service.

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

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

9.4. The Contractor shall report all other data, as specified in the WITS User Guide, to support the Department's analysis and reporting on demographics, performance, services and other factors as determined by the Department and in a format specified by the Department.

9.5. The Contractor shall complete monthly contract compliance reporting no later than the 10th day of the month following the reporting month in a format determined and as requested by the Department.

9.6. The Contractor shall submit quarterly contract compliance reporting no later than the 10th day of following month in a format determined and as requested by the Department.

9.7. The Contractor shall report all critical incidents to the Department in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

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

9.7.1.1. Abuse;

9.7.1.2. Neglect;

9.7.1.3. Exploitation;

9.7.1.4. Rights violation;

9.7.1.5. Missing person;

9.7.1.6. Medical emergency;

9.7.1.7. Restraint; or

9.7.1.8. Medical error.

9.8. The Contractor shall submit additional information regarding critical incidents to the Department as requested and required.

9.9. The Contractor shall report critical incidents to other agencies as required by law.

9.10. The Contractor shall notify the Department in writing of all contact with law enforcement as soon as possible and no more than 24 hours following the

incident.

9.11. The Contractor shall notify the Department in writing of all media contacts as soon as possible and no more than 24 hours following the incident.

9.12. The Contractor shall report in accordance with the Department's Sentinel Even Reporting guidance.

9.13. The Contractor shall refer to the current WITS User Guide for guidance on NOMS and other data reporting requirements.

10. Performance Measures

10.1. Contract performance shall be measured to evaluate service quality and efficacy in mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses. The following performance measures will be used by the Department to evaluate selected vendor performance:

10.1.1. Initiation: Percentage of individuals accessing services within 14 days of screening;

10.1.2. Engagement: Percentage of individuals receiving three (3) or more eligible services within 34 days of screening;

10.1.3. Retention: Percentage of individuals receiving six (6) or more eligible services within 60 days of screening;

10.1.4. Treatment completion: Percentage of individuals completing treatment; and

10.1.5. National Outcome Measures (NOMS): The percentage of individuals out of all individuals discharged improved in at least three (3) out of five (5) of the following NOMS outcome criteria:

10.1.5.1. Reduction in/no change in the frequency of both alcohol and other drug substance use at discharge compared to the period of 7 days before and the date of first service during an episode of care (or previous episode of care for individuals referred for services from a different BDAS contracted SUD treatment provider).

10.1.5.2. Increase in/no change in number of individuals employed or in school on the date of last service compared to first service.

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

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

10.1.5.5. Increase in/no change in number of individuals participating

in community support services at last service compared to first service.

10.2. The Contractor shall meet or exceed baseline performance requirements as determined by the Department.

10.2.1. The Department will actively and regularly collaborate with the Contractor to develop a performance improvement structure that will enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

10.2.2. The Department may identify expectations for active and regular collaboration, including key performance measures, in this Agreement. Where applicable, the Contractor must collect and share data with the Department, as requested and in a format specified by the Department.

10.3. The Contractor shall participate in all quality improvement activities to ensure the standard of care for individuals, as directed and requested by the Department, including, but not limited to:

10.3.1. Electronic and in-person individual record reviews.

10.3.2. Site visits.

10.3.3. Training and technical assistance activities.

10.4. The Contractor shall monitor and manage the utilization of levels of care and service array to ensure services are offered through the term of the contract to maintain a consistent service capacity for SUD treatment and recovery support services statewide by monitoring the capacity such as staffing and other resources to consistently and evenly deliver these services.

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

10.6. The Contractor shall participate in quarterly meetings with the Department to ensure compliance with the contractual requirements.

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

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

11. Additional Terms

11.1. Impacts Resulting from Court Orders or Legislative Changes

11.1.1. 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 so as to achieve compliance therewith.

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

11.2.1. The Contractor shall submit, within ten (10) days of the Agreement 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.

11.3. Credits and Copyright Ownership

11.3.1. If the Contractor wishes to publicly reference or market their use of American Society of Addiction Medicine (ASAM) criteria, or utilize language related to American Society of Addiction Medicine levels of care in promotion or marketing of their services, the Contractor must agree to sign and have in effect, the End User License Agreement with the State of New Hampshire prior to publicly referencing or marketing their services as such. The Contractor shall comply with the terms of Appendix F, End User License Agreement, or the Contractor shall not be permitted to publicly reference or market their use of anything related to ASAM.

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

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

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

11.3.4.1. Brochures.

11.3.4.2. Resource directories.

11.3.4.3. Protocols or guidelines.

11.3.4.4. Posters.

11.3.4.5. Reports.

11.3.5. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

11.4. Operation of Facilities: Compliance with Laws and Regulations

11.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement 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.

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

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

11.4.4. The Contractor shall ensure facilities where services are provided meet all the applicable laws, rules, policies, and standards.

11.4.5. The Contractor shall submit a transition plan for Department approval no later than 30 days from the contract effective date of the resulting contract that specifies actions to be taken in the event that the selected vendor can no longer provide services. The selected Contractor shall ensure the transition plan includes, but is not limited to:

11.4.5.1. An action plan that ensures the seamless transition of individuals to alternative providers with no gap in services;

11.4.5.2. Where and how individual records will be transferred to ensure no gaps in services, ensuring the Department is

not identified as the entity responsible for individual records; and

11.4.5.3. Individual notification processes and procedures for transitioning records.

11.4.6. The Contractor shall comply with applicable federal and state laws, rules and regulations, applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.

11.4.7. The Contractor shall comply with all information security and privacy requirements as set by the Department.

11.5. Eligibility Determinations

11.5.1. If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

11.5.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

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

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

11.6. Records

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

11.6.1.1. 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.

11.6.1.2. 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.

11.6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.

11.6.1.4. Medical records on each individual who receives services.

11.6.2. During the term of this Agreement 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 Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) 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 Operational Requirements

1. **Requirements for Organizational or Program Changes.**
   1.1. The Contractor shall provide written notification to the no later than 30 days prior to changes in:
      1.1.1. Ownership;
      1.1.2. Physical location; or
      1.1.3. Name.
   1.2. The Contractor shall submit a copy of the certificate of amendment from the New Hampshire Secretary of State with the effective date of the change to the Department, when there is a change in the name of the ownership, physical location, or name of the organization.
2. **Inspections and Administrative Remedies**
   2.1. The Contractor shall allow any Department representative at any time to be admitted on the premises to inspect:
      2.1.1. The facility;
      2.1.2. All programs and services provided through this Agreement; and
      2.1.3. Any records required by the Agreement.
   2.2. The Contractor shall be issued a notice of deficiencies when the Department determines that the Contractor is in violation of any contract requirements. The Contractor shall receive written notice from the Department, as applicable which:
      2.2.1. Identifies each deficiency;
      2.2.2. Identifies the specific proposed remedy(ies); and
      2.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 541-A and NH Administrative Rule He-C 200.
   2.3. The Contractor shall receive administrative remedies from the Department for violations of contract requirements, which may include, but is not limited to:
      2.3.1. The requirement to submit a plan of correction (POC).
      2.3.2. The imposition of a POC by the Department.
      2.3.3. Contract suspension.
      2.3.4. Contract Revocation.
3. **Plans of Corrective Action**
   3.1. The Contractor shall submit a written POC to the Department within 21 days of receiving a notice of deficiencies, for review and acceptance. The Contractor shall ensure the POC includes, but is not limited to:
      3.1.1. Steps to be taken to correct each deficiency.

3.1.2. Measures that will be put in place.

3.1.3. System changes to be made to ensure that the deficiency does not recur.

3.1.4. The date by which each deficiency will be corrected, ensuring the correction occurs no later than 90 days from the date the POC is submitted to the Department.

3.2. The Contractor shall ensure each POC:

3.2.1. Achieves compliance with contract requirements;

3.2.2. Addresses all deficiencies and deficient practices as cited in the notice of deficiencies; and

3.2.3. Mitigates the likelihood of a new violation of contract requirements as a result of implementation of the POC.

3.3. The Department shall notify the Contractor of the reasons for rejection of the POC, if the POC is not accepted. The Contractor shall:

3.3.1. Develop and submit a revised POC within 21 days of the date of the written notification of POC rejections.

3.3.2. Ensure the revised POC complies with POC standards identified above.

3.4. The Contractor shall be subject to a directed POC from the Department that specifies the corrective actions to be taken when:

3.4.1. Deficiencies were identified during an inspection that require immediate corrective action to protect the health and safety of the individuals receiving services or staff providing services.

3.4.2. The original POC is not submitted within 21 days of the date of the written notification of deficiencies;

3.4.3. The revised POC is rejected by the Department; or

3.4.4. The POC is not implemented by the completion date identified in the Department-accepted POC.

3.5. The Contractor shall admit and allow the Department access to the premises and records related to the Department-accepted POC, after the completion date identified in the POC, in order to verify the implementation of the POC, which may include, but is not limited to:

3.5.1. Review of materials submitted by the Contractor;

3.5.2. Follow-up inspection; or

3.5.3. Review of compliance during the next scheduled inspection.

4. Duties and Responsibilities

4.1. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to individuals on an ongoing basis.

4.2. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.

4.3. The Contractor shall employ an administrator responsible for the day-to-day operations of services provided in this Agreement. The Contractor shall:

4.3.1. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and

4.3.2. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor, the staff position(s) to be delegated, and the authority and responsibility to act in the administrator's behalf when the administrator is absent.

4.4. The Contractor shall ensure the following documents are posted in a public area:

4.4.1. A copy of the Contractor's policies and procedures relative to the implementation of rights and responsibilities for individuals receiving services, including confidentiality per 42 CFR Part 2; and

4.4.2. The Contractor's plan for fire safety, evacuation, and emergencies, identifying the location of, and access to all fire exits.

4.5. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the Department.

4.6. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the Department, and all court orders.

4.7. The Contractor shall follow the required procedures for the care of the individuals, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007 for residential programs, if the Contractor accepts an individual who is known to have a disease reportable under NH Administrative Rule He-P 301, or an infectious disease.

4.8. The Contractor shall comply with state and federal regulations on confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12.

4.9. The Contractor shall develop policies and procedures regarding the release of information contained in individual service records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.

4.10. The Contractor shall ensure all records relating to services provided through this Agreement are legible, current, accurate, and available to the Department during an inspection or investigation.

4.11. The Contractor shall ensure service site(s) are accessible to individuals with a disability, using Americans with Disabilities Act (ADA) accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq. The Contractor shall ensure service sites include:

4.11.1. A reception area separate from living and treatment areas;

4.11.2. A private space for personal consultation, charting, treatment and social activities, as applicable;

4.11.3. Secure storage of active and closed confidential individual records; and

4.11.4. Separate and secure storage of toxic substances.

4.12. The Contractor shall establish a code of ethics for staff that includes a mechanism for reporting unethical conduct.

4.13. The Contractor shall develop, implement, and maintain specific policies, including:

4.13.1. Rights, grievance, and appeals policies and procedures for individuals receiving services;

4.13.2. Progressive discipline, leading to administrative discharge;

4.13.3. Reporting and appealing staff grievances;

4.13.4. Alcohol and other drug use while in treatment;

4.13.5. Individual and employee smoking that are in compliance with Exhibit B, Section 3.16;

4.13.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;

4.13.7. Holding an individual's possessions;

4.13.8. Secure storage of staff medications;

4.13.9. Medication belonging to individuals receiving services;

4.13.10. Urine specimen collection, as applicable, that:

4.13.10.1. Ensures collection is conducted in a manner that preserves individual privacy as much as possible; and

4.13.10.2. Minimizes falsification;

4.13.11. Safety and emergency procedures on:

4.13.11.1. Medical emergencies;

4.13.11.2. Infection control and universal precautions, including the use of protective clothing and devices;

4.13.11.3. Reporting injuries;

4.13.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures; and

4.13.11.5. Emergency closings,;

4.13.12. The Contractor shall develop, implement and maintain procedures for:

4.13.12.1. Protection of individual records that govern use of records, storage, removal, conditions for release of information, and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and

4.13.12.2. Quality assurance and improvement.

5. Collection of Fees.

5.1. The Contractor shall maintain procedures regarding collections from individual fees, private or public insurance, and other payers responsible for the individual's finances; and

5.2. The Contractor shall provide the individual, and the individual's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge at the time of screening and admission,

6. Screening and Denial of Services

6.1. The Contractor shall maintain a record of all individual screenings, including:

6.1.1. The individual's name and/or unique identifier;

6.1.2. The individual's referral source;

6.1.3. The date of initial contact from the individual or referring agency;

6.1.4. The date of screening; and

6.1.5. The result of the screening, including the reason for denial of services if applicable;

6.2. The Contractor shall record all referrals to and coordination with the Doorway and interim services, or the reason that the referral was not made, for any individual who is placed on a waitlist. The Contractor shall:

6.2.1. Record all contact with the individual between screening and removal from the waitlist; and

6.2.2. Record the date the individual was removed from the waitlist and the reason for removal.

6.3. In the instance an individual requesting services is denied service(s), the Contractor shall:

6.3.1. Inform the individual of the reason for denial of service(s); and

6.3.2. Assist the individual in identifying and accessing appropriate available treatment.

6.4. The Contractor shall not deny services to an individual solely because the individual:

6.4.1. Previously left treatment against the advice of staff;

6.4.2. Relapsed from an earlier treatment;

6.4.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or

6.4.4. Has been diagnosed with a mental health disorder.

6.5. The Contractor shall report on denial of services to individuals at the request of the Department.

7. **Staffing Requirements**

7.1. The Contractor shall develop a current job descriptions for all staff, including contracted staff, volunteers, and student interns, which includes:

7.1.1. Job title;

7.1.2. Physical requirements of the position;

7.1.3. Education and experience requirements of the position;

7.1.4. Duties of the position;

7.1.5. Positions supervised; and

7.1.6. Title of immediate supervisor.

7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which includes, but is not limited to:

7.2.1. Requiring a prospective employees to sign a releases to allow the Contractor to conduct a criminal record check;

7.2.2. Requiring the administrator or designee to obtain and review criminal record checks from the New Hampshire Department of Safety for each prospective employee;

7.2.3. Ensuring criminal record check standards are reviewed to ensure the health, safety, or well-being of individuals, beyond which shall be reason for non-selection for employment, including the following:

7.2.3.1. Felony convictions in this or any other state;

7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and

7.2.3.3. Findings by the Department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and

7.2.4. Waiver of 7.2.3 above for good cause shown.

7.3. The Contractor shall ensure all staff, which includes contracted staff, meet the educational, experiential, and physical qualifications of the position as listed in their job description. The Contractor shall ensure staff:

7.3.1. Do not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;

7.3.2. Are licensed, registered or certified as required by state statute and as applicable;

7.3.3. Receive an orientation within the first three (3) days of work or prior to direct contact with individuals, which includes:

7.3.3.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;

7.3.3.2. The Contractor's policies on the rights, responsibilities, and complaint procedures for individuals receiving services;

7.3.3.3. Federal and state confidentiality requirements;

7.3.3.4. Grievance procedures;

7.3.3.5. Job duties, responsibilities, policies, procedures, and guidelines;

7.3.3.6. Topics covered by both the administrative and personnel manuals;

7.3.3.7. The Contractor's infection prevention program;

7.3.3.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of staff in an emergency; and

7.3.3.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and

7.3.4. Sign and date documentation that they have taken part in an orientation as described above;

7.3.5. Complete a mandatory annual in-service education, which includes a review of all elements described above.

7.4. The Contractor shall ensure, prior to having contact with individuals receiving services, that employees and contracted employees:

7.4.1. Submit proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:

7.4.1.1. The name of the examinee;

7.4.1.2. The date of the examination;

7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;

7.4.1.4. Results of a 2-step TB test, Mantoux method or other method approved by the Centers for Disease Control; and

7.4.1.5. The dated signature of the licensed health practitioner.

7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and

7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person either has a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium TB through shared air space with persons with infectious TB.

7.5. The Contractor shall ensure employees, contracted employees, volunteers and independent Contractors who have direct contact with individuals who have a history of TB or a positive skin test have a symptomatology screen of a TB test.

7.6. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student intern, volunteer, and contracted staff, which includes, but is not limited to:

7.6.1. A completed application for employment or a resume.

7.6.2. Identification data.

7.6.3. The education and work experience of the employee.

7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:

7.6.4.1. Position title;

7.6.4.2. Qualifications and experience; and

7.6.4.3. Duties required by the position.

7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable.

7.6.6. A signed and dated record of orientation as required above.

7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable.

7.6.8. Records of screening for communicable diseases results required above.

7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary.

7.6.10. Documentation of annual in-service education as required above that includes date of completion and signature of staff.

7.6.11. Information as to the general content and length of all continuing education or educational programs attended;

7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the individual's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy;

7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that the individual:

7.6.13.1. Does not have a felony conviction in this or any other state;

7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect, or exploitation or pose a threat to the health, safety or well-being of an individual; and

7.6.13.3. Has not had a finding by the Department or any administrative agency in NH or any other state for assault, fraud, abuse, neglect or exploitation of any person; and

7.6.14. Documentation of the criminal records check and any waivers, as applicable.

7.7. An individual need not re-disclose any of the matters in the criminal background check if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.

8. **Clinical Supervision of Unlicensed Counselors**

8.1. The Contractor shall ensure all unlicensed counselors providing treatment, education and/or recovery support services; and all uncertified CRSWs, are under the direct supervision of a licensed supervisor.

8.2. The Contractor shall ensure no licensed supervisor supervises more than 12 unlicensed staff, unless the Department has approved an alternative supervision plan.

8.3. The Contractor shall ensure unlicensed counselors receive a minimum of one (1) hour of supervision for every 20 hours of direct contact with individuals receiving services;

8.4. The Contractor ensures supervision is provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;

8.5. The Contractor shall ensure supervision includes:

8.5.1. Review of case records;

8.5.2. Observation of interactions with individuals receiving services;

8.5.3. Skill development; and

8.5.4. Review of case management activities;

8.6. The Contractor shall ensure supervisors maintain a log of the supervision date, duration, content and who was supervised by whom; and

8.7. The Contractor shall ensure staff licensed or certified shall receive supervision in accordance with the requirement of their licensure.

9. Orientation for Individuals Receiving Services

9.1. The Contractor shall conduct an orientation for individuals receiving services upon admission to program, either individually or by group, that includes:

9.1.1. Rules, policies, and procedures of the program and facility;

9.1.2. Requirements for successfully completing the program;

9.1.3. The administrative discharge policy and the grounds for administrative discharge;

9.1.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and

9.1.5. Requiring the individual to sign and date a receipt that the orientation was conducted.

10. Treatment Plans

10.1. The Contractor shall ensure a licensed counselor or an unlicensed counselor, under the supervision of a licensed counselor, develops and maintains a written treatment plan for each individual receiving services in accordance with SAMHSA TAP 21: Addiction Counseling Competencies, which addresses all ASAM domains. The Contractor shall ensure the treatment plan:

10.1.1. Identifies the individual's clinical needs, treatment goals, and objectives.

10.1.2. Identifies the individual's strengths and resources for achieving goals and objectives above;

10.1.3. Defines the strategy for providing services to meet the individual's needs, goals, and objectives;

10.1.4. Identifies and documents referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;

10.1.5. Provides the criteria for terminating specific interventions;

10.1.6. Includes specification and description of the indicators to be used to assess the individual's progress;

10.1.7. Includes documentation of participation in the treatment planning process or the reason why the individual did not participate; and

10.1.8. Includes signatures of the individual and the counselor agreeing to the treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.

10.1.9. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB.

11. Group education and counseling

11.1. The Contractor shall maintain an outline of each educational and group therapy session provided.

11.2. The Contractor shall ensure all group counseling sessions are limited to 12 individuals or fewer per counselor.

12. Progress notes

12.1. The Contractor shall ensure progress notes are completed for each individual, group, or family treatment or education session.

12.2. The Contractor shall ensure progress notes include, but not limited to:

12.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;

12.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and

12.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session.

13. Discharge and Transfer

13.1. The Contractor shall discharge an individual from a program for the following reasons:

13.1.1. Program completion or transfer based on changes in the individual's functioning relative to ASAM criteria;

13.1.2. Program termination, including:

13.1.2.1. Administrative discharge;

13.1.2.2. Non-compliance with the program;

13.1.2.3. The individual left the program before completion against advice of treatment staff; and

13.1.3. The individual is inaccessible, due to reasons that may include incarceration or hospitalization.

13.2. The Contractor shall ensure that counselors complete a narrative discharge summary in all cases of individual discharge or transfer. The Contractor shall ensure the discharge summary includes, but is not limited to:

13.2.1. The dates of admission and discharge or transfer.

13.2.2. The individual's psychosocial substance misuse history and legal history.

13.2.3. A summary of the individual's progress toward treatment goals in all ASAM domains.

13.2.4. The reason for discharge or transfer.

13.2.5. The individual's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment.

13.2.6. A summary of the individual's physical and mental health condition at the time of discharge or transfer.

13.2.7. A continuing care plan, including all ASAM domains.

13.2.8. A determination as to whether the individual would be eligible for re-admission to treatment, if applicable.

13.2.9. The dated signature of the counselor completing the summary.

13.3. The Contractor shall ensure the discharge summary is completed:

13.3.1. No later than seven (7) days following an individual's discharge or transfer from the program; or

13.3.2. For withdrawal management services, by the end of the next business day following an individual's discharge or transfer from the program.

13.4. The Contractor shall ensure, when transferring an individual from one level of care to another within the same certified Contractor agency or to another treatment provider, the counselor:

13.4.1. Completes a progress note on the client's treatment and progress towards treatment goals, to be included in the individual's record; and

13.4.2. Updates the individual assessment and treatment plan.

13.5. The Contractor shall forward copies of the information to a receiving provider when transferring an individual to another treatment provider, upon receiving a signed release of confidential information from the individual. The Contractor shall ensure information includes:

13.5.1. The discharge summary;

13.5.2. Individual demographic information, including the individual's name, date of birth, address, telephone number, and the last four (4) digits of their Social Security number; and

13.5.3. A diagnostic assessment statement and other assessment information, including:

13.5.3.1. TB test results;

13.5.3.2. A record of the individual's treatment history; and

13.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.

13.6. The Contractor shall ensure the counselor meets with the individual at the time of discharge or transfer to establish a continuing care plan. The Contractor shall ensure the continuing care plan:

13.6.1. Includes recommendations for continuing care in all ASAM domains;

13.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and

13.6.3. Assists the individual in making contact with other agencies or services.

13.7. The Contractor shall ensure the counselor documents, in the individual's service record, if and why the meeting described above could not take place.

13.8. The Contractor shall ensure individuals receiving services through this Agreement are only administratively discharged for the following reasons:

13.8.1. The individual's behavior on program premises is abusive, violent, or illegal;

13.8.2. The individual is non-compliant with prescription medications;

13.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the individual's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or

13.8.4. The individual violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

14. Individual Service Record System

14.1. The Contractor shall implement a comprehensive system in paper and/or electronic format to maintain service records for each individual receiving services. The Contractor shall ensure service records are:

14.1.1. Organized into related sections with entries in chronological order;

14.1.2. Easy to read and understand;

14.1.3. Complete, containing all the parts;

14.1.4. In compliance with all applicable confidentiality laws, including 42 CFR Part 2 and Exhibit K;

14.1.5. Up-to-date, including notes of most recent contacts; and

14.1.6. Accessible to the Department upon request.

14.2. The Contractor shall ensure service records are organized as follows:

14.2.1. First section, Intake/Initial Information:

14.2.1.1. Identification data, including the individual's:

14.2.1.1.1. Name;

14.2.1.1.2. Date of birth;

14.2.1.1.3. Address;

14.2.1.1.4. Telephone number; and

14.2.1.1.5. The last four (4) digits of the individual's Social Security number;

14.2.1.2. The date of admission;

14.2.1.3. Name, address, and telephone number of the individual's:

14.2.1.3.1. Legal guardian;

14.2.1.3.2. Representative payee;

14.2.1.3.3. Emergency contact;

14.2.1.3.4. The person or entity referring the individual for services, as applicable;

14.2.1.3.5. Primary health care provider;

14.2.1.3.6. Behavioral health care provider, if applicable;

14.2.1.3.7. Public or private health insurance provider(s), or both;

14.2.1.4. The individual's religious preference, if any;

14.2.1.5. The individual's personal health history;

14.2.1.6. The individual's mental health history;

14.2.1.7. Current medications;

14.2.1.8. Records and reports prepared prior to the individual's current admission and determined by the counselor to be relevant; and

14.2.1.9. Signed receipt of notification of individual rights;

14.2.2. Second section, Screening/Assessment/Evaluation:

14.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit B.

14.2.3. Third section, Treatment Planning:

14.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Exhibit B and in this Exhibit B-1; and

14.2.3.2. Signed and dated progress notes and reports from all programs involved.

14.2.4. Fourth section, Discharge Planning:

14.2.4.1. A narrative discharge summary, as required in this Exhibit B-1.

14.2.5. Fifth section, Releases of Information/Miscellaneous:

14.2.5.1. Release of information forms compliant with 42 CFR, Part 2;

14.2.5.2. Any correspondence pertinent to the individual; and

14.2.5.3. Any other pertinent information the Contractor deemed significant.

14.3. If the Contractor utilizes a paper format record system, then the sections identified above shall be tabbed sections.

15. Medication Services

15.1. The Contractor shall ensure no administration of medications, including physician samples, occur except by a licensed medical practitioner working within their scope of practice.

15.2. The Contractor shall ensure all prescription medications brought by an individual to program are in their original containers and legibly display the following information:

15.2.1. The individual's name;

15.2.2. The medication name and strength;

15.2.3. The prescribed dose;

15.2.4. The route of administration;

15.2.5. The frequency of administration; and

15.2.6. The date ordered.

15.3. The Contractor shall ensure any change or discontinuation of prescription medications includes a written order from a licensed practitioner.

15.4. The Contractor shall ensure all prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the individual's person or stored in the individual's room, are stored as follows: ~~os~~

15.4.1. All medications are kept in a storage area that is:

15.4.1.1. Locked and accessible only to authorized personnel;

15.4.1.2. Organized to allow correct identification of each individual's medication(s);

15.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and

15.4.1.4. Equipped to maintain medication at the proper temperature;

15.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, are kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and

15.4.3. Topical liquids, ointments, patches, creams and powder forms of products are stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.

15.5. The Contractor shall ensure medication belonging to staff are only accessible to staff and are stored separately from medications belonging to individuals served.

15.6. The Contractor shall ensure over-the-counter (OTC) medications brought into the program by individuals receiving services are:

15.6.1. In original, unopened containers;

15.6.2. Are stored in accordance with this Exhibit B-1;

15.6.3. Are marked with the name of the individual using the medication; and

15.6.4. Are taken in accordance with the directions on the medication container or as ordered by a licensed practitioner.

15.7. The Contractor shall ensure all medications self-administered by an individual, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the individual without supervision, are supervised by the program staff. The Contractor shall ensure staff:

15.7.1. Remind the individual to take the correct dose of their medication at the correct time;

15.7.2. May open the medication container but do not physically handle the medication itself in any manner; and

15.7.3. Remain with the individual to observe them taking the prescribed dose and type of medication;

15.7.4. Document each medication taken in an individual's medication log, which includes:

15.7.4.1. The medication name, strength, dose, frequency and route of administration;

15.7.4.2. The date and the time the medication was taken;

15.7.4.3. The signature or identifiable initials of the staff supervising the consumption of the medication by the individual receiving services; and

15.7.4.4. The reason for any medication refused or omitted, as applicable.

15.8. The Contractor shall ensure the individual's medication log is included in the individual's record and any remaining medication is taken with the individual upon their discharge.

16. Notice of Rights for Individuals Receiving Services

16.1. The Contractor shall ensure programs inform individuals of their rights in clear, understandable language and form, both verbally and in writing. The Contractor shall ensure:

16.1.1. Applicants for services are informed of their rights to evaluations and access to treatment;

16.1.2. Individuals are advised of their rights upon entry into any program and annually thereafter; and

16.1.3. Initial and annual notifications of individual rights are documented in the individual's record.

16.2. The Contractor shall ensure every program within the service delivery system posts notice of the rights, as follows:

16.2.1. The notice is continually posted in an area accessible by all;

16.2.2. The notice is presented in clear, understandable language and form; and

16.2.3. Each program and residence has, on the premises, complete copies of rules pertaining to individual rights that are available for individual review.

17. Fundamental Rights of Individuals Receiving Services

17.1. The Contractor shall ensure no individual receiving treatment for a substance use disorder is deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.

18. Personal Rights

18.1. The Contractor shall ensure individuals who are applicants for services or receiving services are treated by program staff with dignity and respect at all times.

18.2. The Contractor shall ensure individuals are free from abuse, neglect and exploitation which may include, but is not limited to:

18.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;

18.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the individual or others; and

18.2.3. Freedom from personal or financial exploitation.

18.3. The Contractor shall ensure individuals receiving services retain the right to privacy.

19. Client Confidentiality

19.1. The Contractor shall comply with the confidentiality requirements in 42 CFR part 2.

19.2. The Contractor shall ensure copies of individual service records for the individual, attorney or other authorized person are available at no charge for the first 25 pages and not more than $0.25 per page thereafter, after review of the record.

19.3. The Contractor shall ensure, if a minor age 12 or older is treated for substance use disorders without parental consent as authorized by RSA 318:B12-a:

19.3.1. The minor's signature alone authorizes a disclosure; and

19.3.2. Any disclosure to the minor's parents or guardians requires a signed authorization to release.

20. Grievances of Individuals Receiving Services

20.1. The Contractor shall ensure individuals receiving services have the right to complain about any matter, including any alleged violation of a right afforded by this Exhibit B-1 or by any state or federal law or rule.

20.2. The Contractor shall ensure any person has the right to complain or bring a grievance on behalf of an individual or a group of individuals.

21. Treatment Rights

21.1. The Contractor shall ensure individuals receiving services have the right to adequate and humane treatment, including:

21.1.1. The right of access to treatment including:

21.1.1.1. The right to evaluation to determine an individual's need for services and to determine which programs are most suited to provide the services needed; and

21.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and

21.1.2. The right to quality treatment including:

21.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the individuals and

programs providing the treatment and to the conditions for which the individual is being treated;

21.1.3. The right to receive services in such a manner as to promote the individual's full participation in the community;

21.1.4. The right to receive all services or treatment to which an individual is entitled in accordance with the time frame set forth in the individual's treatment plan;

21.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with this Exhibit B-1 which addresses the individual's own goals;

21.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the individual to participate in meaningful activities in the communities in which the individual lives and works;

21.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:

21.1.7.1. Freedom of movement; and

21.1.7.2. Participation in the community, while providing the level of support needed by the individual;

21.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:

21.1.8.1. Whenever possible, the consent shall be given in writing; and

21.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;

21.1.9. The right to refuse to participate in any form of experimental treatment or research;

21.1.10. The right to be fully informed of one's own diagnosis and prognosis;

21.1.11. The right to voluntary placement including the right to:

21.1.11.1. Seek changes in placement, services or treatment at any time; and

21.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;

21.1.12. The right to services which promote independence including services directed toward:

21.1.12.1. Eliminating, or reducing as much as possible, the individual's needs for continued services and treatment; and

21.1.12.2. Promoting the ability of the individuals to function at their highest capacity and as independently as possible;

21.1.13. The right to refuse medication and treatment;

21.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;

21.1.15. The right to consultation and second opinion including:

21.1.15.1. At the individual's own expense, the consultative services of:

21.1.15.1.1. Private physicians;

21.1.15.1.2. Psychologists;

21.1.15.1.3. Licensed drug and alcohol counselors; and

21.1.15.1.4. Other health practitioners; and

21.1.15.2. Granting to such health practitioners reasonable access to the individual, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;

21.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring an individual's participation and informed decision-making:

21.1.16.1. Guardian;

21.1.16.2. Representative;

21.1.16.3. Attorney;

21.1.16.4. Family member;

21.1.16.5. Advocate; or

21.1.16.6. Consultant; and

21.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical, or pharmacological restraint, unless the individual is at risk of self-harm or harm to others.

21.2. The Contractor shall ensure no treatment professional is required to administer treatment contrary to such professional's clinical judgment.

21.3. The Contractor shall ensure programs maximize the decision-making authority of the individual.

21.4. The Contractor shall ensure the following provisions apply to individuals for whom a guardian has been appointed by a court:

21.4.1. The guardian and all individuals involved in the provision of services are made aware of the individual's views, preferences and aspirations;

21.4.2. A guardian only makes decisions that are within the scope of the powers set forth in the guardianship order issued by the court;

21.4.3. The program requests a copy of the guardianship order from the guardian;

21.4.4. The order is kept in the individual's record at the program;

21.4.5. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the individual's choice and preference relative to those issues prevail unless the guardian's authority is expanded by the court to include those issues;

21.4.6. A program takes steps that are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:

21.4.6.1. Reviewing with the guardian the limits on their decision-making authority; and

21.4.6.2. Bringing the matter to the attention of the court that appointed the guardian, if necessary;

21.4.7. The guardian acts in a manner that furthers the best interests of the individual;

21.4.8. In acting in the best interests of the individual, the guardian takes the views, preferences, and aspirations of the individual into consideration;

21.4.9. The program takes steps that are necessary to prevent a guardian from acting in a manner that does not further the best interests of the individual and, if necessary, brings the matter to the attention of the court that appointed the guardian; and

21.4.10. In the event that there is a dispute between the program and the guardian, the program informs the guardian of their right to bring the dispute to the attention of the court that appointed the guardian.

22. Termination of Services

22.1. The Contractor shall terminate an individual from services if the individual:

22.1.1. Endangers or threatens to endanger other individuals or staff, or engages in illegal activity on the property of the program;

22.1.2. Is no longer benefiting from the service(s) provided;

22.1.3. Cannot agree with the Contractor on a mutually acceptable course of treatment;

22.1.4. Refuses to pay for the services received despite having the financial resources to do so; or

22.1.5. Refuses to apply for benefits that could cover the cost of the services received despite the fact that the individual is or may be eligible for benefits.

22.2. The Contractor shall ensure termination does not occur unless the program has given both written and verbal notice to the individual and individual's guardian, if any, that:

22.2.1. Identifies the effective date of termination;

22.2.2. Lists the clinical or management reasons for termination; and

22.2.3. Explains the rights to appeal and the appeal process.

22.3. The Contractor shall document in the service record of an individual who has been terminated that:

22.3.1. The individual has been notified of the termination; and

22.3.2. The termination has been approved by the program administrator.

23. Rights for Individuals Receiving Residential Programs

23.1. The Contractor shall ensure individuals of residential programs retain the following rights:

23.1.1. The right to a safe, sanitary, and humane living environment;

23.1.2. The right to privately communicate with others, including:

23.1.2.1. The right to send and receive unopened and uncensored correspondence;

23.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive a reasonable number of telephone calls, except that residential programs may require an individual to reimburse them for the cost of any calls made by the individual; and

23.1.2.3. The right to receive and to refuse to receive visitors, except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services;

23.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for individuals to engage in such activities;

23.1.4. The right to privacy, including the following:

23.1.4.1. The right to courtesies that include, but are not limited to, knocking on closed doors before entering and ensuring privacy for telephone calls and visits;

23.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and

23.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;

23.1.5. The right to individual choice, including the following:

23.1.5.1. The right to keep and wear their own clothes;

23.1.5.2. The right to space for personal possessions;

23.1.5.3. The right to keep and to read materials of their own choosing;

23.1.5.4. The right to keep and spend their own money; and

23.1.5.5. The right not to perform work for the Contractor and to be compensated for any work performed, except that:

23.1.5.5.1. Individuals may be required to perform personal housekeeping tasks within the individual's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and

23.1.5.5.2. Individuals may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the individual is compensated for work performed; and

23.1.5.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.

23.2. The Contractor shall ensure policies governing individual behavior within a residence are developed, implemented, and available to the Department as requested. The Contractor shall ensure:

23.2.1. Individuals are informed of any house policies upon admission to the residence.

23.2.2. House policies are posted and such policies shall conform with this section.

23.2.3. House policies are periodically reviewed for compliance with this section in connection with quality assurance site visits.

23.2.4. Notwithstanding Section 23.1.4.3 above, development of policies and procedures allowing searches for alcohol and illicit drugs to be conducted:

23.2.4.1. Upon the individual's admission to the program; and

23.2.4.2. If probable cause exists, including such proof as:

23.2.4.2.1. A positive test showing presence of alcohol or illegal drugs; or

23.2.4.2.2. Showing physical signs of intoxication or withdrawal.

24. State and Federal Requirements

24.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall take precedence. The requirements specified below are provided herein to increase the Contractor's compliance.

24.2. The Contractor agrees to the following state and/or federal requirements for specialty treatment for pregnant and parenting women:

24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.2. The program provides or arranges for primary medical care for women who are receiving substance use disorder services, including prenatal care.

24.2.3. The program provides or arranges for childcare with the women are receiving services.

24.2.4. The program provides or arranges for primary pediatric care for the women's children, including immunizations.

24.2.5. The program provides or arranges for gender-specific substance use disorder treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, neglect, and parenting.

24.2.6. The program provides or arranges for therapeutic interventions for children in custody of women in treatment that may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.

24.2.7. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.

24.3. The Contractor shall assist the individual in finding and engaging in a service, which may include, but is not limited to, helping the individual locate an

appropriate provider, referring individuals to the needed service provider, setting up appointments for individuals with those providers, and assisting the individual with attending appointments with the service provider(s).

24.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:

24.4.1. Within seven (7) days of reaching 90% of capacity, the program notifies the Department that 90% capacity has been reached.

24.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug use not later than:

24.4.2.1. 14 days after making the request; or

24.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance use disorder treatment program.

24.4.3. The program has established a waitlist that includes a unique patient identifier for each injecting drug user seeking treatment, including individuals receiving interim services while awaiting admission.

24.4.4. The program has a mechanism that enables it to:

24.4.4.1. Maintain contact with individuals awaiting admission;

24.4.4.2. Admit or transfer waiting list individuals at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the individual; and

24.4.4.3. The program takes individuals awaiting treatment off the waiting list only when one of the following conditions exist:

24.4.4.3.1. Individuals cannot be located for admission into treatment or

24.4.4.3.2. Individuals refuse treatment

24.4.5. The program includes activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.

24.4.6. The program has procedures for:

24.4.6.1. Selecting, training, and supervising outreach workers.

24.4.6.2. Contacting, communicating, and following up with individuals at high-risk of substance misuse, their associates, and

neighborhood residents within the constraints of Federal and State confidentiality requirements.

24.4.6.3. Promoting awareness among people who inject drugs about the relationship between injection drug use and communicable diseases.

24.4.6.4. Recommending steps that can be taken to ensure communicable diseases do not occur.

24.4.7. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance use disorder services, except in cases when each of the following conditions is met:

24.4.7.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.

24.4.7.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.

24.4.7.3. A physician makes a determination that the following conditions have been met:

24.4.7.3.1. The primary diagnosis of the individual is substance use disorder and the physician certifies that fact.

24.4.7.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.

24.4.7.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.

24.4.7.3.4. The hospital-based substance use disorder program follows national standards of substance use disorder professional practice.

24.4.7.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)

24.4.8. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.

24.4.9. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.

24.4.10. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.

24.4.11. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.

24.4.12. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.

24.4.13. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.

24.4.14. The program uses the SAPT Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:

24.4.14.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program; and

24.4.14.2. Secure payments from individuals for services in accordance with their ability to pay.

24.4.15. The Contractor shall comply with all relevant state and federal laws such as but not limited to:

24.4.15.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale in Exhibit C shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.

24.4.15.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 44.84%, Federal funds from the Substance Abuse Prevention and Treatment Block Grant, as awarded October 1, 2020 and October 1, 2022, by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, CFDA 93.959 FAIN TI083464.
   1.2. 23.10% General funds.
   1.3. 32.06% Other funds (Governors Commission).
2. For the purposes of this Agreement:
   2.1. The Department has identified the Contractor as a SUBRECIPIENT, in accordance with 2 CFR 200.331.
   2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
   2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
3. 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 item, as specified in Exhibits C-1, SUD Treatment Services Budget through Exhibit C-6, Integrated MAT Budget.
   3.1. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
   3.2. Ensure approval for Exhibits C-1, SUD Treatment Services Budget through Exhibit C-6, Integrated MAT Budget is received from the Department prior to submitting invoices for payment.
   3.3. Request payment for actual expenditures incurred in the fulfillment of this Agreement, and in accordance with the Department-approved budgets.
4. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 days from the contract Effective Date, which shall be retained by the Department. The Contractor shall submit budgets as follows:
   4.1. One (1) budget for each tiered service that specifies expenses for the period from October 1, 2021 through June 30, 2022, as follows:
      4.1.1. Exhibit C-1, SUD Treatment Services Budget
      4.1.2. Exhibit C-2, Integrated MAT Budget

5. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2022, which shall be retained by the Department. The Contractor shall submit budgets as follows:
   5.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2022 through June 30 2023, as follows:
      5.1.1. Exhibit C-3, SUD Treatment Services Budget
      5.1.2. Exhibit C-4, Integrated MAT Budget
6. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2023, which shall be retained by the Department. The Contractor shall submit budgets as follows:
   6.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2023 through September 29, 2023, as follows:
      6.1.1. Exhibit C-5, SUD Treatment Services Budget
      6.1.2. Exhibit C-6, Integrated MAT Budget
7. The Contractor shall bill and seek reimbursement for services provided to individuals as follows:
   7.1. 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.
   7.2. 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.
   7.3. For individuals whose private insurer will not remit payment for the full amount, the Contractor shall bill the individual based on the sliding fee scale below.

Percentage of Individual's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit C-1, to Charge the Individual
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%

350% - 399%	77%

7.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in approved budgets for which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor shall directly bill the Department to access funds in this Agreement.

7.5. Invoices for individuals without health insurance or other coverage for the services they receive, and for operational costs must include general ledger detail indicating the invoice is only for net expenses and must reflect only amounts up to the current Medicaid rate for the services provided.

7.6. Services provided to incarcerated individuals will be reimbursable only with General Funds and Governor Commission Funds for actual costs incurred, and payable upon Department approval.

8. Non-Reimbursement for Services

8.1. The Department shall not reimburse the Contractor for services provided through this contract when a individual has or may have an alternative payer for services described in the Exhibit B, Scope of Work, including, but not limited to:

8.1.1. Services covered by any New Hampshire Medicaid programs for individuals who are eligible for New Hampshire Medicaid.

8.1.2. Services covered by Medicare for individuals who are eligible for Medicare.

8.2. Notwithstanding Section 8.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a individual needs a service that is not covered by the payers listed in Section 8.1.

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

8.4. Notwithstanding Section 8.1 above, when payment of the deductible or copay would constitute a financial hardship for the individual, the Contractor shall seek reimbursement from the State for the deductible based on the sliding fee scale, not to exceed $4,000 per individual per treatment episode.

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

8.5.1. If the individual owns a vehicle:

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT C

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

8.5.2. If the individual does not own a vehicle:

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

9. The Contractor shall submit an invoice and supporting backup documentation to the Department no later than the 15th working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall:

9.1. Ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

9.2. Ensure invoices are net any other revenue received towards the services billed in fulfillment of this Agreement.

9.3. Ensure backup documentation includes, but is not limited to:

9.3.1. General Ledger showing revenue and expenses for the contract.

9.3.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.

9.3.2.1. Per 45 CFR Part 75.430(i)(1), charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.

9.3.2.2. Attestation and time tracking templates, which are available to the Department upon request.

9.3.3. Receipts for expenses within the applicable state fiscal year.

9.3.4. Cost center reports.

9.3.5. Profit and loss repors.

9.3.6. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.

9.3.7. Information requested by the Department verifying allocation or offset based on third party revenue received.

9.3.8. Summaries of patient services revenue and operating revenue and other financial infofrmation as requested by the Department.

10. The Contractor shall review and comply with further restrictions included in the Funding Opportunity Announcement (FOA).

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

    Program Manager
    Department of Health and Human Services
    Bureau of Drug & Alcohol Services
    105 Pleasant Street
    Concord, NH 03301

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

13. The Department shall make payment to the Contractor within 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.

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

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

16. 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.

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

18. 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.

19. Audits

19.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if **any** of the following conditions exist:

19.1.1. 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.

19.1.2. 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.

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

19.2. 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.

19.3. 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.

19.4. 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.

19.5. 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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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

DS
Vendor Initials KW
Date 9/12/2021

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:
Kathryn Willbarger
5F51E2D191304FF

9/12/2021
Date

Name: Kathryn Willbarger
Title: COO

Vendor Initials DS KW
Date 9/12/2021

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:

9/12/2021
Date

DocuSigned by:
Kathryn Willbarger
Name: Kathryn Willbarger
Title: COO

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KW
Vendor Initials
9/12/2021
Date

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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 KW

Date 9/12/2021

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 (l)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name:

DocuSigned by:
Kathryn Willbarger
5E51E2D191464FF

9/12/2021
Date

Name: Kathryn Willbarger
Title: COO

DS
KW
Contractor Initials

9/12/2021
Date

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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

Contractor Initials _____

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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:
Kathryn Willbarger

9/12/2021
Date

Name: Kathryn Willbarger
Title: COO

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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:

9/12/2021
Date

DocuSigned by:
Kathryn Willbarger
Name: Kathryn Willbarger
Title: COO

DocuSign Envelope ID: 35E64ED9-E359-47FF-A4E9-2BF10561F892

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HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) **Obligations and Activities of Business Associate.**

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

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) Obligations of Covered Entity

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

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

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

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

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

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

Department of Health and Human Services	Cheshire Medical Center
The State	Name of the Contractor
Signed by: Katja Fox	Signed by: Kathryn Willbarger
Signature of Authorized Representative	Signature of Authorized Representative
Katja Fox	Kathryn Willbarger
Name of Authorized Representative	Name of Authorized Representative
Director	COO
Title of Authorized Representative	Title of Authorized Representative
9/13/2021	9/12/2021
Date	Date

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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:
Kathryn Willbarger

9/12/2021
Date

Name: Kathryn Willbarger
Title: COO

DS
KW

Contractor Initials
9/12/2021
Date

New Hampshire Department of Health and Human Services
Exhibit J

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: 073970238

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: _____

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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

Contractor Initials DS

Date 9/12/2021

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Community Council of Nashua, NH, d/b/a Greater Nashua Mental Health ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 13, 2021, (Item #38C), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.8. Assistance Enrolling in Insurance Programs, Paragraph 3.8.1., by adding Subparagraph 3.8.1.4. as follows:

   3.8.1.4. New Hampshire Medicare programs.

2. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.11., Coordination of Care, by adding Paragraph 3.11.13 as follows:

   3.11.13. The Contractor shall use a referral system, which has been approved by the Department, to connect individuals to health and social service providers, as needed.

3. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.17., State Opioid Response (SOR) Grant Standards, to read:

   3.17. RESERVED

4. Modify Exhibit B, Section 6, Staffing, Paragraph 6.1., Subsection 6.1.1. to read:

   6.1.1. A minimum of one (1) New Hampshire Licensed Supervisor.

5. Modify Exhibit B, Section 6, Staffing, Subsection 6.11., to read:

   6.11. The Contractor shall ensure no Licensed Supervisor shall supervise more than 12 staff unless the Department has approved an alternative supervision plan.

6. Modify Exhibit B, Section 11, Additional Terms, Subsection 11.3, Credits and Copyright Ownership, Paragraph 11.3.1. to read:

   11.3.1. If the Contractor publicly references or markets their use of American Society of Addiction Medicine (ASAM) criteria, or utilizes language related to ASAM levels of care in promotion or marketing of their services, the Contractor shall:

   11.3.1.1. Sign and have in effect, Exhibit L, Amendment #1, Sample End User License Agreement with the Department, prior to such referencing or

marketing.

11.3.1.2. Comply with the executed End User Agreement, or shall otherwise not be permitted to publicly reference or market the use of anything related to ASAM.

7. Modify Exhibit B, by adding Section 12, Maintenance of Fiscal Integrity, as follows:

12. Maintenance of Fiscal Integrity

12.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement (total organization and program-level), and Cash Flow Statement for the Contractor. Program-level Profit and Loss Statement shall include all revenue sources and all related expenditures for that program. The program-level Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Outside of the program-level Profit and Loss Statement and budget to actual analysis, all other statements shall be reflective of the entire Community Council of Nashua NH, d/b/a Greater Nashua Mental Health organization and shall be submitted on the same day the reports are submitted to the Board, but no later than the fourth (4th) Wednesday of the month. Additionally, the Contractor will provide interim profit and loss statements for every program area, reported as of the 20th of the month, by the last day of every month. The Contractor will be evaluated on the following:

12.1.1. Days of Cash on Hand:

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

12.1.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock. Any amount of cash from a line of credit should be broken out separately.

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

12.1.2. Current Ratio:

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

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

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

12.1.3. Debt Service Coverage Ratio:

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

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

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

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

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

12.1.4. Net Assets to Total Assets:

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

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

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

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

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

12.1.5. Total Lines of Credit:

12.1.5.1. The Contractor will provide a listing of every line of credit and amount outstanding for each line.

12.1.5.2. The Contractor will report on any new borrowing activities.

12.1.5.3. The Contractor will report on any instances of non-compliance with any loan covenant or agreement.

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

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

12.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months; or

12.2.3. Does not meet the reporting timeframe; then

12.3. The Department may exercise any of the following:

12.3.1. Require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards;

12.3.2. Notwithstanding paragraph 8 of the General Provisions, Form P-37 of this Agreement, require the Contractor to submit a comprehensive corrective action plan within 30 calendar days of notification that 12.2.1. and/or 12.2.2. have not been met;

12.3.2.1. If a corrective action plan is required, the Contractor shall update the corrective action plan at least every 30 calendar days until compliance is achieved.

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

12.3.3. Terminate the contract pursuant to the General Provisions, Form P-37 of this Agreement.

8. Modify Exhibit B-1, Operational Requirements, by replacing it in its entirety with Exhibit B-1, Amendment #1, Operational Requirements, which is attached hereto and incorporated by reference herein.

9. Modify Exhibit C, Payment Terms, by replacing it in its entirety with Exhibit C, Amendment #1, Payment Terms, which is attached hereto and incorporated by reference herein.

10. Modify Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, by replacing it in its entirety with Exhibit I – Amendment #1, Health Insurance Portability and Accountability Act Business Associate Agreement, which is attached hereto and incorporated herein.

11. Add Exhibit L, Amendment #1, Sample ASAM End User License Agreement, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

2/24/2022
Date

DocuSigned by:
Katja S. Fox
ED9D05B04C63442...
Name: Katja S. Fox
Title: Director

The Community Council of Nashua, NH
d/b/a Greater Nashua Mental Health

2/17/2022
Date

DocuSigned by:
Cynthia L Whitaker
984333A5D3DB451...
Name: Cynthia L Whitaker
Title: President and CEO

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

OFFICE OF THE ATTORNEY GENERAL

2/24/2022
Date

DocuSigned by:
Robyn Guarino
74873484494146D...
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B-1 Amendment #1

Operational Requirements

1. **Requirements for Organizational or Program Changes.**
   1.1. The Contractor shall provide written notification to the Department no later than 30 days prior to changes in:
      1.1.1. Ownership;
      1.1.2. Physical location; or
      1.1.3. Name.
   1.2. The Contractor shall submit a copy of the certificate of amendment from the New Hampshire Secretary of State with the effective date of the change to the Department, when there is a change of the ownership, physical location, or name of the organization.
2. **Inspections and Enforcement Remedies**
   2.1. The Contractor shall allow any Department representative at any time to be admitted on the premises to inspect:
      2.1.1. The facility;
      2.1.2. All programs and services provided through this Agreement; and
      2.1.3. Any records required by the Agreement.
   2.2. The Contractor shall be issued a notice of deficiencies when the Department determines that the Contractor is not in compliance with contract requirements. The Contractor shall receive written notice from the Department, as applicable which:
      2.2.1. Identifies each deficiency;
      2.2.2. Identifies the specific proposed remedy(ies).
   2.3. The Contractor shall receive notice from the Department for violations of contract requirements, that may include, but is not limited to:
      2.3.1. The requirement to submit a Plan of Correction (POC).
      2.3.2. The imposition of a directed POC from the Department.
      2.3.3. Termination of the Agreement in accordance with the General Provisions, Form P-37.
3. **Plans of Corrective Action**
   3.1. Notwithstanding paragraph 8, Event of Default, and paragraph 9, Termination of the General Provisions, Form P-37, the Contractor shall submit a written Plan of Correction (POC) to the Department within 21 days of receiving a notice of deficiencies, for review and acceptance. The Contractor shall ensure the POC includes, but is not limited to:

3.1.1. Steps to be taken to correct each deficiency.

3.1.2. Measures that will be put in place.

3.1.3. System changes to be made to ensure that the deficiency does not recur.

3.1.4. The date by which each deficiency will be corrected, ensuring the correction occurs no later than 90 days from the date the POC is submitted to the Department.

3.2. The Contractor shall ensure each POC:

3.2.1. Achieves compliance with contract requirements;

3.2.2. Addresses all deficiencies and deficient practices as cited in the notice of deficiencies; and

3.2.3. Mitigates the likelihood of a new violation of contract requirements as a result of implementation of the POC.

3.3. The Department shall notify the Contractor of the reasons for rejection of the POC, if the POC is not accepted. The Contractor shall:

3.3.1. Develop and submit a revised POC within 21 days of the date of the written notification of POC rejections.

3.3.2. Ensure the revised POC complies with POC standards identified above.

3.4. The Contractor shall be subject to a directed POC from the Department that specifies the corrective actions to be taken when:

3.4.1. Deficiencies were identified during an inspection that require immediate corrective action to protect the health and safety of the individuals receiving services or staff providing services.

3.4.2. The original POC is not submitted within 21 days of the date of the written notification of deficiencies;

3.4.3. The revised POC is rejected by the Department; or

3.4.4. The POC is not implemented by the completion date identified in the Department-accepted POC.

3.5. The Contractor shall admit and allow the Department access to the premises and records related to the Department-accepted POC, after the completion date identified in the POC, in order to verify the implementation of the POC, which may include, but is not limited to:

3.5.1. Review of materials submitted by the Contractor;

3.5.2. Follow-up inspection; or

3.5.3. Review of compliance during the next scheduled inspection.

4. **Duties and Responsibilities**

4.1. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to individuals on an ongoing basis.

4.2. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.

4.3. The Contractor shall employ an administrator responsible for the day-to-day operations of services provided in this Agreement. The Contractor shall:

4.3.1. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and

4.3.2. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor, the staff position(s) to be delegated, and the authority and responsibility to act in the administrator's behalf when the administrator is absent.

4.4. The Contractor shall ensure the following documents are posted in a public area:

4.4.1. A copy of the Contractor's policies and procedures relative to the implementation of rights and responsibilities for individuals receiving services, including confidentiality per 42 CFR Part 2; and

4.4.2. The Contractor's plan for fire safety, evacuation, and emergencies, identifying the location of, and access to all fire exits.

4.5. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the Department.

4.6. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the Department, and all court orders.

4.7. The Contractor shall follow the required procedures for the care of the individuals, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007 for residential programs, if the Contractor accepts an individual who is known to have a disease reportable under NH Administrative Rule He-P 301, or an infectious disease.

4.8. The Contractor shall comply with state and federal regulations on confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12.

4.9. The Contractor shall develop policies and procedures regarding the release of information contained in individual service records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.

4.10. The Contractor shall ensure all records relating to services provided through this Agreement are legible, current, accurate, and available to the Department during an inspection or investigation.

4.11. The Contractor shall ensure service site(s) are accessible to individuals with a disability, using Americans with Disabilities Act (ADA) accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq. The Contractor shall ensure service sites include:

4.11.1. A reception area separate from living and treatment areas;

4.11.2. A private space for personal consultation, charting, treatment and social activities, as applicable;

4.11.3. Secure storage of active and closed confidential individual records; and

4.11.4. Separate and secure storage of toxic substances.

4.12. The Contractor shall establish a code of ethics for staff that includes a mechanism for reporting unethical conduct.

4.13. The Contractor shall develop, implement, and maintain specific policies, including:

4.13.1. Rights, grievance, and appeals policies and procedures for individuals receiving services;

4.13.2. Progressive discipline, leading to administrative discharge;

4.13.3. Reporting and appealing staff grievances;

4.13.4. Alcohol and other drug use while in treatment;

4.13.5. Individual and employee smoking that are in compliance with Exhibit B, Section 3.16;

4.13.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;

4.13.7. Holding an individual's possessions;

4.13.8. Secure storage of staff medications;

4.13.9. Medication belonging to individuals receiving services;

4.13.10. Urine specimen collection, as applicable, that:

4.13.10.1. Ensures collection is conducted in a manner that preserves individual privacy as much as possible; and

4.13.10.2. Minimizes falsification;

4.13.11. Safety and emergency procedures on:

4.13.11.1. Medical emergencies;

4.13.11.2. Infection control and universal precautions, including the use of protective clothing and devices;

4.13.11.3. Reporting injuries;

4.13.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures; and

4.13.11.5. Emergency closings.

4.13.12. The Contractor shall develop, implement and maintain procedures for:

4.13.12.1. Protection of individual records that govern use of records, storage, removal, conditions for release of information, and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and

4.13.12.2. Quality assurance and improvement.

5. Collection of Fees.

5.1. The Contractor shall maintain procedures regarding collections from individual fees, co-insurance payments, cost-shares, private or public insurance, and other payers responsible for the individual's finances; and

5.2. The Contractor shall provide the individual, and the individual's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge at the time of screening and admission,

6. Screening and Denial of Services

6.1. The Contractor shall maintain a record of all individual screenings, including:

6.1.1. The individual's name and/or unique identifier;

6.1.2. The individual's referral source;

6.1.3. The date of initial contact from the individual or referring agency;

6.1.4. The date of screening; and

6.1.5. The result of the screening, including the reason for denial of services if applicable;

6.2. The Contractor shall record all referrals to and coordination with the Doorway and interim services or the reason that the referral was not made; for any individual who is placed on a waitlist. The Contractor shall:

6.2.1. Record all contact with the individual between screening and removal from the waitlist; and

6.2.2. Record the date the individual was removed from the waitlist and the reason for removal.

6.3. In the instance an individual requesting services is denied service(s), the Contractor shall:

6.3.1. Inform the individual of the reason for denial of service(s); and

6.3.2. Assist the individual in identifying and accessing appropriate available treatment.

6.4. The Contractor shall not deny services to an individual solely because the individual:

6.4.1. Previously left treatment against the advice of staff;

6.4.2. Relapsed from an earlier treatment;

6.4.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or

6.4.4. Has been diagnosed with a mental health disorder.

6.5. The Contractor shall report on denial of services to individuals at the request of the Department.

7. **Staffing Requirements**

7.1. The Contractor shall develop current job descriptions for all staff, including contracted staff, volunteers, and student interns, which includes:

7.1.1. Job title;

7.1.2. Physical requirements of the position;

7.1.3. Education and experience requirements of the position;

7.1.4. Duties of the position;

7.1.5. Positions supervised; and

7.1.6. Title of immediate supervisor.

7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which includes, but is not limited to:

7.2.1. Requiring a prospective employees to sign a releases to allow the Contractor to conduct a criminal record check;

7.2.2. Requiring the administrator or designee to obtain and review criminal record checks from the New Hampshire Department of Safety for each prospective employee;

7.2.3. Ensuring criminal record check standards are reviewed to ensure the health, safety, or well-being of individuals, beyond which shall be reason for non-selection for employment, including the following:

7.2.3.1. Felony convictions in this or any other state;

7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and

7.2.3.3. Findings by the Department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and

7.2.4. Waiver of 7.2.3 above for good cause shown.

7.3. The Contractor shall ensure all staff, which includes contracted staff, meet the educational, experiential, and physical qualifications of the position as listed in their job description. The Contractor shall ensure staff:

7.3.1. Do not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;

7.3.2. Are licensed, registered or certified as required by state statute and as applicable;

7.3.3. Receive an orientation within the first three (3) days of work or prior to direct contact with individuals, which includes:

7.3.3.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;

7.3.3.2. The Contractor's policies on the rights, responsibilities, and complaint procedures for individuals receiving services;

7.3.3.3. Federal and state confidentiality requirements;

7.3.3.4. Grievance procedures;

7.3.3.5. Job duties, responsibilities, policies, procedures, and guidelines;

7.3.3.6. Topics covered by both the administrative and personnel manuals;

7.3.3.7. The Contractor's infection prevention program;

7.3.3.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of staff in an emergency; and

7.3.3.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and

7.3.4. Sign and date documentation that they have taken part in an orientation as described above;

7.3.5. Complete a mandatory annual in-service education, which includes a review of all elements described above.

7.4. The Contractor shall ensure, prior to having contact with individuals receiving services, that employees and contracted employees:

7.4.1. Submit proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:

7.4.1.1. The name of the examinee;

7.4.1.2. The date of the examination;

7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;

7.4.1.4. Results of a 2-step TB test, Mantoux method or other method approved by the Centers for Disease Control; and

7.4.1.5. The dated signature of the licensed health practitioner.

7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and

7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium TB through shared air space with persons with infectious TB.

7.5. The Contractor shall ensure employees, contracted employees, volunteers and independent Contractors who have direct contact with individuals who have a history of TB or a positive skin test have a symptomatology screen of a TB test.

7.6. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student intern, volunteer, and contracted staff, which includes, but is not limited to:

7.6.1. A completed application for employment or a resume.

7.6.2. Identification data.

7.6.3. The education and work experience of the employee.

7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:

7.6.4.1. Position title;

7.6.4.2. Qualifications and experience; and

7.6.4.3. Duties required by the position.

7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable.

7.6.6. A signed and dated record of orientation as required above.

7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable.

7.6.8. Records of screening for communicable diseases results required above.

7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary.

7.6.10. Documentation of annual in-service education as required above that includes date of completion and signature of staff.

7.6.11. Information as to the general content and length of all continuing education or educational programs attended;

7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the individual's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy;

7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that the individual:

7.6.13.1. Does not have a felony conviction in this or any other state;

7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect, or exploitation or pose a threat to the health, safety or well-being of an individual; and

7.6.13.3. Has not had a finding by the Department or any administrative agency in NH or any other state for assault, fraud, abuse, neglect or exploitation of any person; and

7.6.14. Documentation of the criminal records check and any waivers, as applicable.

7.7. An individual need not re-disclose any of the matters in the criminal background check if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.

8. **Clinical Supervision of Unlicensed Counselors**

8.1. The Contractor shall ensure all unlicensed counselors providing treatment, education and/or recovery support services; and all uncertified CRSWs, are under the direct supervision of a licensed supervisor.

8.2. The Contractor shall ensure no licensed supervisor supervises more than 12 unlicensed staff, unless the Department has approved an alternative supervision plan.

8.3. The Contractor shall ensure unlicensed counselors receive a minimum of one (1) hour of supervision for every 20 hours of direct contact with individuals receiving services;

8.4. The Contractor ensures supervision is provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;

8.5. The Contractor shall ensure supervision includes:

8.5.1. Review of case records;

8.5.2. Observation of interactions with individuals receiving services;

8.5.3. Skill development; and

8.5.4. Review of case management activities;

8.6. The Contractor shall ensure supervisors maintain a log of the supervision date, duration, content and who was supervised by whom; and

8.7. The Contractor shall ensure staff licensed or certified shall receive supervision in accordance with the requirement of their licensure.

9. Orientation for Individuals Receiving Services

9.1. The Contractor shall conduct an orientation for individuals receiving services upon admission to program, either individually or by group, that includes:

9.1.1. Rules, policies, and procedures of the program and facility;

9.1.2. Requirements for successfully completing the program;

9.1.3. The administrative discharge policy and the grounds for administrative discharge;

9.1.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements;

9.1.5. Requiring the individual to sign and date a receipt that the orientation was conducted.

10. Treatment Plans

10.1. The Contractor shall ensure a licensed counselor or an unlicensed counselor, under the supervision of a licensed counselor, develops and maintains a written treatment plan for each individual receiving services in accordance with

SAMHSA TAP 21: Addiction Counseling Competencies, which addresses all ASAM domains. The Contractor shall ensure the treatment plan:

10.1.1. Identifies the individual's clinical needs, treatment goals, and objectives.

10.1.2. Identifies the individual's strengths and resources for achieving goals and objectives above;

10.1.3. Defines the strategy for providing services to meet the individual's needs, goals, and objectives;

10.1.4. Identifies and documents referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;

10.1.5. Provides the criteria for terminating specific interventions;

10.1.6. Includes specification and description of the indicators to be used to assess the individual's progress;

10.1.7. Includes documentation of participation in the treatment planning process or the reason why the individual did not participate; and

10.1.8. Includes signatures of the individual and the counselor agreeing to the treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.

10.1.9. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB.

11. Group education and counseling

11.1. The Contractor shall maintain an outline of each educational and group therapy session provided.

12. Progress notes

12.1. The Contractor shall ensure progress notes are completed for each individual, group, or family treatment or education session.

12.2. The Contractor shall ensure progress notes include, but not limited to:

12.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;

12.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and

12.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session.

13. Discharge

13.1. The Contractor shall discharge an individual from a program for the following reasons:

13.1.1. Program completion or transfer based on changes in the individual's functioning relative to ASAM criteria;

13.1.2. Program termination, including:

13.1.2.1. Administrative discharge;

13.1.2.2. Non-compliance with the program;

13.1.2.3. The individual left the program before completion against advice of treatment staff; and

13.1.3. The individual is inaccessible, due to reasons that may include incarceration or hospitalization.

13.2. The Contractor shall ensure that counselors complete a narrative discharge summary in all cases of individual discharge. The Contractor shall ensure the discharge summary includes, but is not limited to:

13.2.1. The dates of admission and discharge.

13.2.2. The individual's psychosocial substance misuse history and legal history.

13.2.3. A summary of the individual's progress toward treatment goals in all ASAM domains.

13.2.4. The reason for discharge.

13.2.5. The individual's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment.

13.2.6. A summary of the individual's physical and mental health condition at the time of discharge.

13.2.7. A continuing care plan, including all ASAM domains.

13.2.8. A determination as to whether the individual would be eligible for re-admission to treatment, if applicable.

13.2.9. The dated signature of the counselor completing the summary.

13.3. The Contractor shall ensure the discharge summary is completed:

13.3.1. No later than seven (7) days following an individual's discharge from the program; or

13.3.2. For withdrawal management services, by the end of the next business day following an individual's discharge from the program.

13.4. The Contractor shall ensure, when transferring an individual from one level of care to another within the same certified Contractor agency or to another treatment provider, the counselor:

13.4.1. Completes a progress note on the client's treatment and progress towards treatment goals, to be included in the individual's record; and

13.4.2. Updates the individual evaluation and treatment plan.

13.5. The Contractor shall forward copies of the information to a receiving provider when discharging an individual to another treatment provider, upon receiving a signed release of confidential information from the individual. The Contractor shall ensure information includes:

13.5.1. The discharge summary;

13.5.2. Individual demographic information, including the individual's name, date of birth, address, telephone number, and the last four (4) digits of their Social Security number; and

13.5.3. A diagnostic assessment statement and other assessment information, including:

13.5.3.1. TB test results;

13.5.3.2. A record of the individual's treatment history; and

13.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.

13.6. The Contractor shall ensure the counselor meets with the individual at the time of discharge or transfer to establish a continuing care plan. The Contractor shall ensure the continuing care plan:

13.6.1. Includes recommendations for continuing care in all ASAM domains;

13.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and

13.6.3. Assists the individual in making contact with other agencies or services.

13.7. The Contractor shall ensure the counselor documents, in the individual's service record, if and why the meeting described above could not take place.

13.8. The Contractor shall ensure individuals receiving services through this Agreement are only administratively discharged for the following reasons:

13.8.1. The individual's behavior on program premises is abusive, violent, or illegal;

13.8.2. The individual is non-compliant with prescription medications;

13.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the individual's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or

13.8.4. The individual violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

14. **Individual Service Record System**

14.1. The Contractor shall implement a comprehensive system in paper and/or electronic format to maintain service records for each individual receiving services. The Contractor shall ensure service records are:

14.1.1. Organized into related sections with entries in chronological order;

14.1.2. Easy to read and understand;

14.1.3. Complete, containing all the parts;

14.1.4. In compliance with all applicable confidentiality laws, including 42 CFR Part 2 and Exhibit K;

14.1.5. Up-to-date, including notes of most recent contacts; and

14.1.6. Accessible to the Department upon request.

14.2. The Contractor shall ensure service records are organized as follows:

14.2.1. First section, Intake/Initial Information:

14.2.1.1. Identification data, including the individual's:

14.2.1.1.1. Name;

14.2.1.1.2. Date of birth;

14.2.1.1.3. Address;

14.2.1.1.4. Telephone number; and

14.2.1.1.5. The last four (4) digits of the individual's Social Security number;

14.2.1.2. The date of admission;

14.2.1.3. Name, address, and telephone number of the individual's:

14.2.1.3.1. Legal guardian;

14.2.1.3.2. Representative payee;

14.2.1.3.3. Emergency contact;

14.2.1.3.4. The person or entity referring the individual for services, as applicable;

14.2.1.3.5. Primary health care provider;

14.2.1.3.6. Behavioral health care provider, if applicable;

14.2.1.3.7. Public or private health insurance provider(s), or both;

14.2.1.4. The individual's religious preference, if any;

14.2.1.5. The individual's personal health history;

14.2.1.6. The individual's mental health history;

14.2.1.7. Current medications;

14.2.1.8. Records and reports prepared prior to the individual's current admission and determined by the counselor to be relevant; and

14.2.1.9. Signed receipt of notification of individual rights;

14.2.2. Second section, Screening/Assessment/Evaluation:

14.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit B.

14.2.3. Third section, Treatment Planning:

14.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Exhibit B and in this Exhibit B-1; and

14.2.3.2. Signed and dated progress notes and reports from all programs involved.

14.2.4. Fourth section, Discharge Planning:

14.2.4.1. A narrative discharge summary, as required in this Exhibit B-1.

14.2.5. Fifth section, Releases of Information/Miscellaneous:

14.2.5.1. Release of information forms compliant with 42 CFR, Part 2;

14.2.5.2. Any correspondence pertinent to the individual; and

14.2.5.3. Any other pertinent information the Contractor deemed significant.

14.3. If the Contractor utilizes a paper format record system, then the sections identified above shall be tabbed sections.

15. Medication Services

15.1. The Contractor shall ensure no administration of medications, including physician samples, occur except by a licensed medical practitioner working within their scope of practice.

15.2. The Contractor shall ensure all prescription medications brought by an individual to program are in their original containers and legibly display the following information:

15.2.1. The individual's name;

15.2.2. The medication name and strength;

15.2.3. The prescribed dose;

15.2.4. The route of administration;

15.2.5. The frequency of administration; and

15.2.6. The date ordered.

15.3. The Contractor shall ensure any change or discontinuation of prescription medications includes a written order from a licensed practitioner.

15.4. The Contractor shall ensure all prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the individual's person or stored in the individual's room, are stored as follows:

15.4.1. All medications are kept in a storage area that is:

15.4.1.1. Locked and accessible only to authorized personnel;

15.4.1.2. Organized to allow correct identification of each individual's medication(s);

15.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and

15.4.1.4. Equipped to maintain medication at the proper temperature;

15.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, are kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and

15.4.3. Topical liquids, ointments, patches, creams and powder forms of products are stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.

15.5. The Contractor shall ensure medication belonging to staff are only accessible to staff and are stored separately from medications belonging to individuals served.

15.6. The Contractor shall ensure over-the-counter (OTC) medications brought into the program by individuals receiving services are:

15.6.1. In original, unopened containers;

15.6.2. Are stored in accordance with this Exhibit B-1;

15.6.3. Are marked with the name of the individual using the medication; and

15.6.4. Are taken in accordance with the directions on the medication container or as ordered by a licensed practitioner.

15.7. The Contractor shall ensure all medications self-administered by an individual, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the individual without supervision, are supervised by the program staff. The Contractor shall ensure staff:

15.7.1. Remind the individual to take the correct dose of their medication at the correct time;

15.7.2. May open the medication container but do not physically handle the medication itself in any manner; and

15.7.3. Remain with the individual to observe them taking the prescribed dose and type of medication;

15.7.4. Document each medication taken in an individual's medication log, which includes:

15.7.4.1. The medication name, strength, dose, frequency and route of administration;

15.7.4.2. The date and the time the medication was taken;

15.7.4.3. The signature or identifiable initials of the staff supervising the consumption of the medication by the individual receiving services; and

15.7.4.4. The reason for any medication refused or omitted, as applicable.

15.8. The Contractor shall ensure the individual's medication log is included in the individual's record and any remaining medication is taken with the individual upon their discharge.

16. Notice of Rights for Individuals Receiving Services

16.1. The Contractor shall ensure programs inform individuals of their rights in clear, understandable language and form, both verbally and in writing. The Contractor shall ensure:

16.1.1. Applicants for services are informed of their rights to evaluations and access to treatment;

16.1.2. Individuals are advised of their rights upon entry into any program and annually thereafter; and

16.1.3. Initial and annual notifications of individual rights are documented in the individual's record.

16.2. The Contractor shall ensure every program within the service delivery system posts notice of the rights, as follows:

16.2.1. The notice is continually posted in an area accessible by all;

16.2.2. The notice is presented in clear, understandable language and form; and

16.2.3. Each program and residence has, on the premises, complete copies of rules pertaining to individual rights that are available for individual review.

17. Fundamental Rights of Individuals Receiving Services

17.1. The Contractor shall ensure no individual receiving treatment for a substance use disorder is deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.

18. Personal Rights

18.1. The Contractor shall ensure individuals who are applicants for services or receiving services are treated by program staff with dignity and respect at all times.

18.2. The Contractor shall ensure individuals are free from abuse, neglect and exploitation which may include, but is not limited to:

18.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;

18.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the individual or others; and

18.2.3. Freedom from personal or financial exploitation.

18.3. The Contractor shall ensure individuals receiving services retain the right to privacy.

19. Client Confidentiality

19.1. The Contractor shall comply with the confidentiality requirements in 42 CFR part 2.

19.2. The Contractor shall ensure copies of individual service records for the individual, attorney or other authorized person are available at no charge for the first 25 pages and not more than $0.25 per page thereafter, after review of the record.

19.3. The Contractor shall ensure, if a minor age 12 or older is treated for substance use disorders without parental consent as authorized by RSA 318:B12-a:

19.3.1. The minor's signature alone authorizes a disclosure; and

19.3.2. Any disclosure to the minor's parents or guardians requires a signed authorization to release.

20. Grievances of Individuals Receiving Services

20.1. The Contractor shall ensure individuals receiving services have the right to complain about any matter, including any alleged violation of a right afforded by this Exhibit B-1 or by any state or federal law or rule.

20.2. The Contractor shall ensure any person has the right to complain or bring a grievance on behalf of an individual or a group of individuals.

21. Treatment Rights

21.1. The Contractor shall ensure individuals receiving services have the right to adequate and humane treatment, including:

21.1.1. The right of access to treatment including:

21.1.1.1. The right to evaluation to determine an individual's need for services and to determine which programs are most suited to provide the services needed; and

21.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and

21.1.2. The right to quality treatment including:

21.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the individuals and programs providing the treatment and to the conditions for which the individual is being treated;

21.1.3. The right to receive services in such a manner as to promote the individual's full participation in the community;

21.1.4. The right to receive all services or treatment to which an individual is entitled in accordance with the time frame set forth in the individual's treatment plan;

21.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with this Exhibit B-1 which addresses the individual's own goals;

21.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the individual to participate in meaningful activities in the communities in which the individual lives and works;

21.1.7. The right to services and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:

21.1.7.1. Freedom of movement; and

21.1.7.2. Participation in the community, while providing the level of support needed by the individual;

21.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:

21.1.8.1. Whenever possible, the consent shall be given in writing; and

21.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;

21.1.9. The right to refuse to participate in any form of experimental treatment or research;

21.1.10. The right to be fully informed of one's own diagnosis and prognosis;

21.1.11. The right to voluntary placement including the right to:

21.1.11.1. Seek changes in placement, services or treatment at any time; and

21.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;

21.1.12. The right to services which promote independence including services directed toward:

21.1.12.1. Eliminating, or reducing as much as possible, the individual's needs for continued services and treatment; and

21.1.12.2. Promoting the ability of the individuals to function at their highest capacity and as independently as possible;

21.1.13. The right to refuse medication and treatment;

21.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;

21.1.15. The right to consultation and second opinion including:

21.1.15.1. At the individual's own expense, the consultative services of:

21.1.15.1.1. Private physicians;

21.1.15.1.2. Psychologists;

21.1.15.1.3. Licensed drug and alcohol counselors; and

21.1.15.1.4. Other health practitioners; and

21.1.15.2. Granting to such health practitioners reasonable access to the individual, as required by Section 19.1.15, in programs and allowing such practitioners to make

recommendations to programs regarding the services and treatment provided by the programs;

21.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring an individual's participation and informed decision-making:

21.1.16.1. Guardian;

21.1.16.2. Representative;

21.1.16.3. Attorney;

21.1.16.4. Family member;

21.1.16.5. Advocate; or

21.1.16.6. Consultant; and

21.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical, or pharmacological restraint, unless the individual is at risk of self-harm or harm to others.

21.2. The Contractor shall ensure no treatment professional is required to administer treatment contrary to such professional's clinical judgment.

21.3. The Contractor shall ensure programs maximize the decision-making authority of the individual.

21.4. The Contractor shall ensure the following provisions apply to individuals for whom a guardian has been appointed by a court:

21.4.1. The guardian and all individuals involved in the provision of services are made aware of the individual's views, preferences and aspirations;

21.4.2. A guardian only makes decisions that are within the scope of the powers set forth in the guardianship order issued by the court;

21.4.3. The program requests a copy of the guardianship order from the guardian;

21.4.4. The order is kept in the individual's record at the program;

21.4.5. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the individual's choice and preference relative to those issues prevail unless the guardian's authority is expanded by the court to include those issues;

21.4.6. A program takes steps that are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:

21.4.6.1. Reviewing with the guardian the limits on their decision-making authority; and

21.4.6.2. Bringing the matter to the attention of the court that appointed the guardian, if necessary;

21.4.7. The guardian acts in a manner that furthers the best interests of the individual;

21.4.8. In acting in the best interests of the individual, the guardian takes the views, preferences, and aspirations of the individual into consideration;

21.4.9. The program takes steps that are necessary to prevent a guardian from acting in a manner that does not further the best interests of the individual and, if necessary, brings the matter to the attention of the court that appointed the guardian; and

21.4.10. In the event that there is a dispute between the program and the guardian, the program informs the guardian of their right to bring the dispute to the attention of the court that appointed the guardian.

22. Termination of Services

22.1. The Contractor shall terminate an individual from services if the individual:

22.1.1. Endangers or threatens to endanger other individuals or staff, or engages in illegal activity on the property of the program;

22.1.2. Is no longer benefiting from the service(s) provided;

22.1.3. Cannot agree with the Contractor on a mutually acceptable course of treatment;

22.1.4. Refuses to pay for the services received despite having the financial resources to do so; or

22.1.5. Refuses to apply for benefits that could cover the cost of the services received despite the fact that the individual is or may be eligible for benefits.

22.2. The Contractor shall ensure termination does not occur unless the program has given both written and verbal notice to the individual and individual's guardian, if any, that:

22.2.1. Identifies the effective date of termination;

22.2.2. Lists the clinical or management reasons for termination; and

22.2.3. Explains the rights to appeal and the appeal process.

22.3. The Contractor shall document in the service record of an individual who has been terminated that:

22.3.1. The individual has been notified of the termination; and

22.3.2. The termination has been approved by the program administrator.

23. Rights for Individuals Receiving Residential Programs

23.1. The Contractor shall ensure individuals of residential programs retain the following rights:

23.1.1. The right to a safe, sanitary, and humane living environment;

23.1.2. The right to privately communicate with others, including:

23.1.2.1. The right to send and receive unopened and uncensored correspondence;

23.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive a reasonable number of telephone calls, except that residential programs may require an individual to reimburse them for the cost of any calls made by the individual; and

23.1.2.3. The right to receive and to refuse to receive visitors, except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services;

23.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for individuals to engage in such activities;

23.1.4. The right to privacy, including the following:

23.1.4.1. The right to courtesies that include, but are not limited to, knocking on closed doors before entering and ensuring privacy for telephone calls and visits;

23.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and

23.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;

23.1.5. The right to individual choice, including the following:

23.1.5.1. The right to keep and wear their own clothes;

23.1.5.2. The right to space for personal possessions;

23.1.5.3. The right to keep and to read materials of their own choosing;

23.1.5.4. The right to keep and spend their own money; and

23.1.5.5. The right not to perform work for the Contractor and to be compensated for any work performed, except that:

23.1.5.5.1. Individuals may be required to perform personal housekeeping tasks within the individual's own

immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and

23.1.5.5.2. Individuals may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the individual is compensated for work performed; and

23.1.5.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.

23.2. The Contractor shall ensure policies governing individual behavior within a residence are developed, implemented, and available to the Department as requested. The Contractor shall ensure:

23.2.1. Individuals are informed of any house policies upon admission to the residence.

23.2.2. House policies are posted and such policies shall conform with this section.

23.2.3. House policies are periodically reviewed for compliance with this section in connection with quality assurance site visits.

23.2.4. Notwithstanding Section 23.1.4.3 above, development of policies and procedures allowing searches for alcohol and illicit drugs to be conducted:

23.2.4.1. Upon the individual's admission to the program; and

23.2.4.2. If probable cause exists, including such proof as:

23.2.4.2.1. A positive test showing presence of alcohol or illegal drugs; or

23.2.4.2.2. Showing physical signs of intoxication or withdrawal.

24. State and Federal Requirements

24.1. If there is any error, omission, or conflict in the requirements listed below, the applicable federal, state, and local regulations, rules and requirements shall take precedence. The requirements specified below are provided herein to increase the Contractor's compliance.

24.2. The Contractor agrees to the following state and/or federal requirements for specialty treatment for pregnant and parenting women:

24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.2. The program provides or arranges for primary medical care for women who are receiving substance use disorder services, including prenatal care.

24.2.3. The program provides or arranges for childcare with the women are receiving services.

24.2.4. The program provides or arranges for primary pediatric care for the women's children, including immunizations.

24.2.5. The program provides or arranges for gender-specific substance use disorder treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, neglect, and parenting.

24.2.6. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.

24.2.7. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.

24.3. The Contractor shall assist the individual in finding and engaging in a service, which may include, but is not limited to, helping the individual locate an appropriate provider, referring individuals to the needed service provider, setting up appointments for individuals with those providers, and assisting the individual with attending appointments with the service provider(s).

24.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:

24.4.1. Within seven (7) days of reaching 90% of capacity, the program notifies the Department that 90% capacity has been reached.

24.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug use not later than:

24.4.2.1. 14 days after making the request; or

24.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance use disorder treatment program.

24.4.3. The program has established a waitlist that includes a unique patient identifier for each injecting drug user seeking treatment, including individuals receiving interim services while awaiting admission.

24.4.4. The program has a mechanism that enables it to:

24.4.4.1. Maintain contact with individuals awaiting admission;

24.4.4.2. Admit or transfer waiting list individuals at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the individual; and

24.4.4.3. The program takes individuals awaiting treatment off the waiting list only when one of the following conditions exist:

24.4.4.3.1. Individuals cannot be located for admission into treatment or

24.4.4.3.2. Individuals refuse treatment

24.4.5. The program includes activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.

24.4.6. The program has procedures for:

24.4.6.1. Selecting, training, and supervising outreach workers.

24.4.6.2. Contacting, communicating, and following up with individuals at high-risk of substance misuse, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.

24.4.6.3. Promoting awareness among people who inject drugs about the relationship between injection drug use and communicable diseases.

24.4.6.4. Recommending steps that can be taken to ensure communicable diseases do not occur.

24.4.7. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance use disorder services, except in cases when each of the following conditions is met:

24.4.7.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.

24.4.7.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.

24.4.7.3. A physician makes a determination that the following conditions have been met:

24.4.7.3.1. The primary diagnosis of the individual is substance use disorder and the physician certifies that fact.

24.4.7.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.

24.4.7.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.

24.4.7.3.4. The hospital-based substance use disorder program follows national standards of substance use disorder professional practice.

24.4.7.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)

24.4.8. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.

24.4.9. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.

24.4.10. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.

24.4.11. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.

24.4.12. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.

24.4.13. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.

24.4.14. The program uses the SAPT Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:

24.4.14.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program; and

24.4.14.2. Secure payments from individuals for services in accordance with their ability to pay.

24.4.15. The Contractor shall comply with all relevant state and federal laws such as but not limited to:

24.4.15.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale in Exhibit C shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.

24.4.15.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.

Payment Terms

1. This Agreement is funded by:
   1.1. 44.84%, Federal funds from the Substance Abuse Prevention and Treatment Block Grant, as awarded October 1, 2020 and October 1, 2021, by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, CFDA 93.959 FAIN TI083464.
   1.2. 23.10% General funds.
   1.3. 32.06% Other funds (Governors Commission).
2. For the purposes of this Agreement:
   2.1. The Department has identified the Contractor as a SUBRECIPIENT, in accordance with 2 CFR 200.331.
   2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
   2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
3. 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 item, as specified in Exhibits C-1, SUD Treatment Services Budget through Exhibit C-6, Integrated MAT Budget.
   3.1. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
   3.2. Ensure approval for Exhibits C-1, SUD Treatment Services Budget through Exhibit C-6, Integrated MAT Budget is received from the Department prior to submitting invoices for payment.
   3.3. Request payment for actual expenditures incurred in the fulfillment of this Agreement, and in accordance with the Department-approved budgets.
4. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days from the contract Effective Date, which shall be retained by the Department. The Contractor shall submit budgets as follows:
   4.1. One (1) budget for each tiered service that specifies expenses for the period from October 1, 2021 through June 30, 2022, as follows:
      4.1.1. Exhibit C-1, SUD Treatment Services Budget
      4.1.2. Exhibit C-2, Integrated MAT Budget

5. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2022, which shall be retained by the Department. The Contractor shall submit budgets as follows:
   5.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2022 through June 30 2023, as follows:
      5.1.1. Exhibit C-3, SUD Treatment Services Budget
      5.1.2. Exhibit C-4, Integrated MAT Budget
6. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2023, which shall be and retained by the Department. The Contractor shall submit budgets as follows:
   6.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2023 through September 29, 2023, as follows:
      6.1.1. Exhibit C-5, SUD Treatment Services Budget
      6.1.2. Exhibit C-6, Integrated MAT Budget
7. The Contractor shall bill and seek reimbursement for services provided to individuals as follows:
   7.1. For individuals enrolled through the Department's Medicaid or Medicare Fee for Service program in accordance with the current, publically posted Fee for Service (FFS) schedule.
   7.2. 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.
   7.3. For individuals whose private insurer will not remit payment for the full amount, the Contractor shall bill the individual based on the sliding fee scale below.

Percentage of Individual's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit C-1, to Charge the Individual
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

7.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in approved budgets for which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor shall directly bill the Department to access funds in this Agreement.

7.5. Invoices for individuals without health insurance or other coverage for the services they receive, and for operational costs, must include general ledger detail indicating the invoice is only for net expenses.

7.6. Services provided to incarcerated individuals will be reimbursable only with General Funds and Governor Commission Funds for actual costs incurred, and payable upon Department approval.

8. Non-Reimbursement for Services

8.1. The Department shall not reimburse the Contractor for services provided through this contract when an individual has or may have an alternative payer for services described in the Exhibit B, Scope of Work, including, but not limited to:

8.1.1. Services covered by any Medicaid programs for individuals who are eligible for Medicaid.

8.1.2. Services covered by Medicare for individuals who are eligible for Medicare.

8.2. Notwithstanding Section 8.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when an individual needs a service that is not covered by the payers listed in Section 8.1.

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

8.4. Notwithstanding Section 8.1 above, when payment of the deductible or copay, as determined by the WITS fee determination model described in Exhibit B, Scope of Work, Section 3.5, Eligibility and Intake, would constitute a financial hardship for the individual, the Contractor shall seek reimbursement from the State for the deductible based on the sliding fee scale, not to exceed $4,000 per individual, per treatment episode.

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

8.5.1. If the individual owns a vehicle:

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

8.5.2. If the individual does not own a vehicle:

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

9. The Contractor shall submit an invoice and supporting backup documentation to the Department no later than the 15th working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall:

9.1. Ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

9.2. Ensure invoices are net any other revenue received towards the services billed in fulfillment of this Agreement.

9.3. Ensure backup documentation includes, but is not limited to:

9.3.1. General Ledger showing revenue and expenses for the contract.

9.3.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.

9.3.2.1. Per 45 CFR Part 75.430(i)(1), charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.

9.3.2.2. Attestation and time tracking templates, which are available to the Department upon request.

9.3.3. Receipts for expenses within the applicable state fiscal year.

9.3.4. Cost center reports.

9.3.5. Profit and loss reports.

9.3.6. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.

9.3.7. Information requested by the Department verifying allocation or offset based on third party revenue received.

9.3.8. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.

10. The Contractor shall review and comply with further restrictions included in the Funding Opportunity Announcement (FOA).

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

    Program Manager
    Department of Health and Human Services
    Bureau of Drug & Alcohol Services
    105 Pleasant Street
    Concord, NH 03301

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

13. The Department shall make payment to the Contractor within 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.

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

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

16. 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.

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

18. 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.

19. Audits

19.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if **any** of the following conditions exist:

19.1.1. 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.

19.1.2. 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.

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

19.2. 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.

19.3. 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.

19.4. 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.

19.5. 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.

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 the "Standards for Privacy and Security of Individually Identifiable Health Information," 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Part 1&2 of the "American Recovery and Reinvestment Act of 2009," 42 USC 17934, et sec., applicable to business associates, and also agrees to comply with the "Confidentiality of Substance use Disorder Patient Records," 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as applicable, and as these laws may be amended from time to time.

(1) Definitions.

a. "Business Associate" shall mean the Contractor and its agents that receive, use, transmit, 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.

b. The following terms have the same meaning as defined in HIPAA 45 CFR Parts 160, 162 and 164 and the HITECH Ac as they may be amended from time to time:

"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."

c. 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.

d. "Part 2 record," means any "Record" relating to a "Patient, and "Patient Identifying Information," as defined in 42 CFR Part 2.11 relating to substance use disorder Part 2 records.

e. "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 the Scope of Work of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall protect all 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.

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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.

c. To the extent Business Associate is permitted under the Agreement and the BAA to disclose PHI to any third party or subcontractor, prior to making any such disclosure, the Business Associate must obtain a business associate agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in its business associate agreement with the third party or subcontractor.

d. The Business Associate shall not disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure the Business Associate agrees to refrain from disclosing the PHI, until such time as a court orders the disclosure. If applicable, in any judicial proceeding, the Business Associate shall resist any efforts to access any Part 2 records.

(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 and Part 2, as applicable.

b. The Business Associate shall immediately notify the Covered Entity at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that a known or suspected privacy or security incident or breach has occurred potentially exposing or compromising PHI. This includes inadvertent or accidental uses, disclosures, incidents or breaches of unsecured PHI.

c. In the event of a breach, the Business Associate shall comply with all applicable terms of this BAA, and the information security requirements addendum of the Agreement.

d. The Business Associate agrees to perform a risk assessment, based on the information available at the time, when it becomes aware of any known or suspected privacy or information security incident or breach as described above and communicate that assessment to the Covered Entity. The risk assessment shall include at a minimum, but not be limited to:

- The nature and extent of the PHI 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; and
- The extent to which the risk to the protected health information has been mitigated.

e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in writing to the Covered Entity as soon as practicable after the conclusion of the investigation.

f. 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.

g. As stated in 2.c. above, Business Associate shall require any subcontractor or 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 of the use and disclosure of PHI contained herein, and comply with the duty to return or destroy the PHI as provided under Section 3 (m). In addition, the Business Associate shall require all third party contractors or business associates of the Business Associate receiving PHI pursuant to the Agreement to agree to the Business Associates' rights of enforcement and indemnification from such third party or contractor for the purpose of use and disclosure of protected health information.

h. Within ten (10) 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 BAA and the Agreement.

i. 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.

j. 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.

k. 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.

l. 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.

m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within ten (10) 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.

n. 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.

- If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI. A current version of the Covered Entity's Notice of Privacy Practices is attached to the end of this BAA. Any changes in the Covered Entities' website: https://www.dhhs.nh.gov/oos/hipaa/publications.htm

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 General Provisions (P-37 of the Agreement, the

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Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the BAA. 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, Laws, and Regulatory References. All terms and regulations used herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this BAA to a Section in HIPAA or 42 CFR Part 2, 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 BAA, from time to time as is necessary for Covered Entity and the Business Associate to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, 42 CFR Part 2, 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 and Business Associate to comply with HIPAA and 42 CFR Part 2.

e. Segregation. If any term or condition of this BAA 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 BAA I are declared severable.

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

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

Department of Health and Human Services	Greater Nashua Mental Health
The State	Name of the Contractor
DocuSigned by: Katja S. Fox ED9D05B04C83442...	DocuSigned by: Cynthia L Whitaker 984333A5D3DB451...
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Cynthia L Whitaker
Name of Authorized Representative	Name of Authorized Representative
Director	President and CEO
Title of Authorized Representative	Title of Authorized Representative
2/24/2022	2/17/2022
Date	Date

Contractor Initials DS CW

Date 2/17/2022

New Hampshire of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

Exhibit L – Amendment #1

Sample

ASAM END USER LICENSE AGREEMENT

This End User License Agreement ("EULA") is made this _____ by the undersigned provider ("ELIGIBLE PROVIDER") with the American Society of Addiction Medicine ("LICENSOR") with offices at 11400 Rockville Pike Suite 200, Rockville, MD 20852 and <PUBLIC ENTITY NAME> ("LICENSEE") with offices at <PUBLIC ENTITY OFFICE LOCATION>. Capitalized terms not defined herein shall have the meanings as set forth in the Agreement.

WHEREAS, LICENSOR and LICENSEE entered into the Public Entity Permission Agreement ("Agreement") on [DATE];

WHEREAS, ELIGIBLE PROVIDER desires to be subject to a non-transferrable sub-licensee to use the WORK pursuant to the terms of the Agreement; and

WHEREAS, ELIGIBLE PROVIDER desires to be subject to the Agreement; and

NOW THEREFORE, in order to be legally bound, and for good and valuable consideration, which is hereby acknowledged, ELIGIBLE PROVIDER elects as follows:

1. ELIGIBLE PROVIDER hereby agrees to participate, comply and be bound by the terms of the Agreement. ELIGIBLE PROVIDER represents that it has reviewed the Agreement attached hereto which is made a part of and incorporated herein.

2. ELIGIBLE PROVIDER shall be permitted to describe, characterize, market, or otherwise communicate their compliance with the ASAM Criteria and delivery of specific ASAM Level(s) of Care to the extent the WORK is incorporated into state laws or policies that ELIGIBLE PROVIDER is subject to. Such communications may use plain-text versions of the ASAM trademark and The ASAM Criteria trademark, but shall not use any logo, seal, or graphic incorporating the ASAM or The ASAM Criteria trademark without separate, direct permission from ASAM. ELIGIBLE PROVIDER shall not be permitted to incorporate ASAM Criteria content in their other business operations, including digital technology and commercial training services, unless they have a separate, direct agreement with ASAM to license the ASAM Criteria.

3. ELIGIBLE PROVIDER agrees that LICENSOR retains the right to review and approve the ELIGIBLE PROVIDER's public communications described in paragraph 2 upon request, such approval not to be unreasonably withheld, and ELIGIBLE PROVIDER agrees to make such public communications only in the form approved by LICENSOR. ELIGIBLE PROVIDER agrees to provide to LICENSOR the means to access any public communications described in paragraph 2 for the limited purpose of ensuring

DS

compliance with this Agreement. LICENSOR agrees to notify ELIGIBLE PROVIDER of any objections to its public communications within thirty (30) business days of LICENSOR's review. If LICENSOR does not approve the public communications subject to paragraph 2, ELIGIBLE PROVIDER may redesign and/or modify them and submit to further review by LICENSOR. In the event that LICENSOR has not approved the public communications within 180 days following the initial review, the LICENSOR may terminate this EULA.

4. LICENSOR shall have the right to immediately terminate this EULA only by providing written notice of such termination to ELIGIBLE PROVIDER in the event that ELIGIBLE PROVIDER fails to abide by any of the terms and conditions of this Agreement, in the event that ELIGIBLE PROVIDER's license, contract, or other arrangement with LICENSEE terminates or expires for any reason, or in the event that ELIGIBLE PROVIDER's continued use of the WORK or operation of the OPERATIONS is reasonably determined by LICENSOR to be materially detrimental to the interests of ASAM and its members. In the event of a termination of this Agreement for any reason, all rights with respect to the WORK shall automatically revert to LICENSOR. Termination of this EULA shall be without prejudice to any rights of either party at law or equity.

5. In the event of a conflict between the terms of any other agreements between LICENSEE agreement and ELIGIBLE PROVIDER and the Agreement, the terms of the Agreement shall control as to ELIGIBLE PROVIDER's, LICENSOR's, and LICENSEE's obligations under the Agreement.

The ELIGIBLE PROVIDER hereby accepts the terms contained herein by signing below.

ELIGIBLE PROVIDER

By: _____

Print Name: _____

Title: _____

Address: _____

Email address: _____

Telephone number: _____

National Provider Identifier: _____

Date: _____

DocuSign Envelope ID: C0CC27CC-EB25-40F0-8A10-2125D9FEFB49

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 THE COMMUNITY COUNCIL OF NASHUA, N.H. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 24, 1923. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned; and the attached is a true copy of the list of documents on file in this office.

Business ID: **63050**

Certificate Number: **0005369257**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 18th day of May A.D. 2021.

William M. Gardner

Secretary of State

DocuSign Envelope ID: C0CC27CC-EB25-40F0-8A10-2125D9FEFB49

State of New Hampshire
Department of State

CERTIFICATE OF REGISTERED TRADE NAME
OF
GREATER NASHUA MENTAL HEALTH

This is to certify that **THE COMMUNITY COUNCIL OF NASHUA, N.H.** is registered in this office as doing business under the Trade Name **GREATER NASHUA MENTAL HEALTH**, at 100 West Pearl Street, Nashua, NH, 03060, USA on **11/13/2018 4:30:00 PM.**

The nature of business is **Other / Outpatient Mental Health and Substance Abuse Services**

Expiration Date: **11/13/2023 4:30:00 PM**

Business ID: **807172**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of November A.D. 2018.

William M. Gardner
Secretary of State

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CERTIFICATE OF AUTHORITY

I, Pamela A. Burns, Board Chair, 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 Community Council of Nashua, NH d/b/a Greater Nashua Mental Health
(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 February 16, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Cynthia L Whitaker, PsyD, MLADC, President & Chief Executive Officer (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Community Council of Nashua, NH d/b/a Greater Nashua Mental Health 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: 2/16/2022

Pamela A Burns

Signature of Elected Officer
Name: Pamela A. Burns
Title: Board Chair
Greater Nashua Mental Health

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/7/2021

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 Eaton & Berube Insurance Agency, LLC 11 Concord Street Nashua NH 03064	CONTACT NAME: Kimberly H. Gutekunst, CIC PHONE (A/C, No, Ext): 603-882-2766 FAX (A/C, No): E-MAIL ADDRESS: kgx@eatonberube.com
INSURED The Community Council of Nashua NH, Inc 100 West Pearl Street Nashua NH 03060 COMCO3	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Scottsdale Insurance Co INSURER B : The Lawson Group INSURER C : Concord General Mutual — 20672 INSURER D : General Star Indemnity Co INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 637945909 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			OPS0070187	11/12/2021	11/12/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 300,000 $ 5,000 $ 2,000,000 $ 2,000,000 $ 2,000,000 $
C	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY [X] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY			20038992	11/12/2021	11/12/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			UMS0028366	11/12/2021	11/12/2022	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		HCHS20210000446	1/15/2021	1/15/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability Claims Made Retro Date: 11/12/1986			IMA380966	11/12/2021	11/12/2022	Each Claim Aggregate	$5,000,000 $5,000,000

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

Workers Compensation coverage: NH; no excluded officers.

NH DHHS is listed as additional insured per written contract

CERTIFICATE HOLDER

State of New Hampshire
Department of Health and Human Services
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

Marie L Berube

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GNMH Greater Nashua Mental Health

Mission Statement of Greater Nashua Mental Health

Empowering people to lead full and satisfying lives through effective treatment and support.

Administrative Office
100 West Pearl Street, Nashua, NH 03060

(603) 889-6147
www.gnmh.org

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BerryDunn

GNMH Greater Nashua Mental Health

FINANCIAL STATEMENTS

June 30, 2020

(With Comparative Totals for June 30, 2019)

With Independent Auditor's Report

DocuSign Envelope ID: C0CC27CC-EB25-40F0-8A10-2125D9FEFB49

BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Directors
The Community Council of Nashua, NH, Inc.
d/b/a Greater Nashua Mental Health

We have audited the accompanying financial statements of The Community Council of Nashua, NH, Inc. d/b/a Greater Nashua Mental Health (the Organization), which comprise the statement of financial position as of June 30, 2020, and the related statements of activities and changes in net assets, functional revenues and expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

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Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2020, and the changes in its net assets and its cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

Report on Summarized Comparative Information

We have previously audited the Organization's 2019 financial statements and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 23, 2019. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2019 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matter

Change in Accounting Principle

As discussed in Note 1 to the financial statements, the Organization adopted Financial Accounting Standards Board Accounting Standard Update No. 2018-08, *Clarifying the Scope of the Accounting Guidance for Contributions Received and Contributions Made*, during the year ended June 30, 2020. Our opinion is not modified with respect to this matter.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
October 28, 2020

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THE COMMUNITY COUNCIL OF NASHUA, NH, INC.
D/B/A GREATER NASHUA MENTAL HEALTH

Statement of Financial Position

June 30, 2020
(With Comparative Totals for June 30, 2019)

	2020	2019
ASSETS		
Cash and cash equivalents	**$ 6,340,977**	$ 2,450,691
Accounts receivable, net of allowance for doubtful accounts and contractuals of $376,294 in 2020 and $868,900 in 2019	**2,553,814**	1,327,181
Investments	**1,817,365**	1,853,735
Prepaid expenses	**136,015**	215,098
Property and equipment, net	**2,926,418**	3,051,239
Total assets	**$13,774,589**	$ 8,897,944
LIABILITIES AND NET ASSETS		
Liabilities		
Accounts payable and accrued expenses	**$ 162,440**	$ 575,082
Accrued payroll and related activities	**1,340,406**	914,303
Estimated third-party liability	**18,681**	-
Accrued vacation	**460,543**	372,238
Deferred revenue	**4,952**	8,930
Notes payable, net of unamortized deferred issuance costs	**3,436,488**	1,460,491
Total liabilities	**5,423,510**	3,331,044
Net assets		
Without donor restrictions		
Undesignated	**5,988,607**	3,195,674
Board designated	**2,086,877**	2,096,407
Total without donor restrictions	**8,075,484**	5,292,081
With donor restrictions	**275,595**	274,819
Total net assets	**8,351,079**	5,566,900
Total liabilities and net assets	**$13,774,589**	$ 8,897,944

The accompanying notes are an integral part of these financial statements.

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THE COMMUNITY COUNCIL OF NASHUA, NH, INC.
D/B/A GREATER NASHUA MENTAL HEALTH

Statement of Activities and Changes in Net Assets

Year Ended June 30, 2020
(With Comparative Totals for Year Ended June 30, 2019)

	2020			
	Without Donor Restrictions	With Donor Restrictions	Total	Total 2019
Revenues and support				
Program service fees, net	$ 14,376,614	$ -	$ 14,376,614	$ 12,100,018
New Hampshire Bureau of Behavioral Health	2,766,795	-	2,766,795	2,708,454
Federal grants	1,600,936	-	1,600,936	305,915
Rental income	6,206	-	6,206	8,886
Contributions and support	129,139	-	129,139	153,665
Other	770,571	-	770,571	462,233
Net assets released from restrictions	3,962	(3,962)	-	-
Total revenues and support	19,654,223	(3,962)	19,650,261	15,739,171
Expenses				
Program services				
Children's and adolescents' services	1,840,661	-	1,840,661	1,880,533
Adult services	4,736,607	-	4,736,607	3,952,548
Elderly services	471,292	-	471,292	513,666
Deaf services	360,585	-	360,585	391,655
Substance abuse disorders	725,636	-	725,636	610,322
Medical services	1,530,051	-	1,530,051	1,572,645
Other programs	1,942,359	-	1,942,359	1,648,908
Total program services	11,607,191	-	11,607,191	10,570,277
General and administrative	5,252,649	-	5,252,649	4,370,159
Development	37,602	-	37,602	40,834
Total expenses	16,897,442	-	16,897,442	14,981,270
Income from operations	2,756,781	(3,962)	2,752,819	757,901
Other income				
Investment return, annual appropriation	41,055	3,962	45,017	40,000
Investment return, net of fees and annual appropriation	(12,158)	1,074	(11,084)	(9,341)
Realized and unrealized (losses) gains on investments	(2,275)	(298)	(2,573)	77,271
Total other income	26,622	4,738	31,360	107,930
Excess of revenues and support and other income over expenses and change in net assets	2,783,403	776	2,784,179	865,831
Net assets, beginning of year	5,292,081	274,819	5,566,900	4,701,069
Net assets, end of year	$ 8,075,484	$ 275,595	$ 8,351,079	$ 5,566,900

The accompanying notes are an integral part of these financial statements.

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THE COMMUNITY COUNCIL OF NASHUA, NH, INC. D/B/A GREATER NASHUA MENTAL HEALTH

Statement of Functional Revenues and Expenses

Year Ended June 30, 2020

	Children's and Adolescents' Services	Adult Services	Elderly Services	Deaf Services	Substance Abuse Disorders	Medical Services	Other Programs	Total Programs	General and Administrative	Development	Total Organization
Revenues and support and other income											
Program service fees, net	$ 3,545,208	$ 7,476,020	$ 1,023,265	$ 334,929	$ 267,886	$ 982,255	$ 705,634	$ 14,335,197	$ 41,417	$ -	$ 14,376,614
New Hampshire Bureau of Behavioral Health	147,498	704,766	-	306,344	21,960	-	720,805	1,901,373	865,422	-	2,766,795
Federal grant	-	672,155	-	-	63,195	-	865,586	1,600,936	-	-	1,600,936
Rental income	-	-	-	-	-	-	-	-	6,206	-	6,206
Contributions and support	-	-	-	-	-	-	-	-	-	129,139	129,139
Other	3,294	51,892	10,238	-	467,721	18,884	624	552,653	249,278	-	801,931
Total revenues and support and other income	$ 3,696,000	$ 8,904,833	$ 1,033,503	$ 641,273	$ 820,762	$ 1,001,139	$ 2,292,649	$ 18,390,159	$ 1,162,323	$ 129,139	$ 19,681,621

The accompanying notes are an integral part of these financial statements.

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THE COMMUNITY COUNCIL OF NASHUA, NH, INC. D/B/A GREATER NASHUA MENTAL HEALTH

Statement of Functional Revenues and Expenses (Concluded)

Year Ended June 30, 2020

	Children's and Adolescents' Services	Adult Services	Elderly Services	Deaf Services	Substance Abuse Disorders	Medical Services	Other Programs	Total Programs	General and Administrative	Development	Total Organization
Total revenues and support and other income	$ 3,696,000	$ 8,904,833	$ 1,033,503	$ 641,273	$ 820,762	$ 1,001,139	$ 2,292,649	$ 18,390,159	$ 1,162,323	$ 129,139	$ 19,681,621
Expenses											
Salaries and wages	1,350,806	3,072,873	355,953	240,404	535,382	1,080,542	1,269,618	7,905,578	2,878,346	16,360	10,800,284
Employee benefits	265,731	557,602	47,550	48,416	62,126	129,493	226,045	1,336,963	390,632	3,133	1,730,728
Payroll taxes	100,450	231,316	27,103	17,549	40,055	75,771	88,783	581,027	205,986	1,247	788,260
Substitute staff	-	-	-	-	-	-	-	-	8,280	-	8,280
Accounting and administrative fees	-	-	-	-	-	-	130	130	111,310	25	111,465
Legal fees	175	8,526	3,740	-	-	-	1,205	13,646	15,221	-	28,867
Other professional fees	8,303	3,243	1,893	13,921	423	222,559	47,871	298,213	126,429	7,050	431,692
Journals and publications	-	-	-	-	-	-	-	-	988	-	988
Conferences	-	-	-	75	5,508	-	2,328	7,911	3,336	-	11,247
Other staff development	409	1,666	-	255	480	-	15,794	18,604	4,736	-	23,340
Mortgage interest	-	-	-	-	-	-	-	-	77,455	-	77,455
Heating costs	-	-	-	-	-	-	-	-	19,643	-	19,643
Other utilities	-	-	-	-	-	-	-	-	97,001	-	97,001
Maintenance and repairs	-	-	-	-	-	-	-	-	198,090	-	198,090
Other occupancy costs	-	-	-	-	-	-	-	-	97,378	-	97,378
Office	6,179	9,589	151	3,298	10,787	7,996	64,344	102,344	376,344	3,552	482,240
Building and household	72	-	-	-	-	31	57	160	40,795	-	40,955
Food	110	997	-	-	174	-	333	1,614	3,132	593	5,339
Advertising	-	-	-	75	-	-	1,061	1,136	4,337	353	5,826
Printing	953	2,874	216	-	221	193	883	5,340	4,575	2,132	12,047
Communication	8,126	34,160	4,558	3,388	2,528	583	9,170	62,513	166,613	-	229,126
Postage	128	239	-	-	36	-	65	468	11,545	-	12,013
Staff	36,320	117,859	15,932	22,951	4,305	48	14,885	212,300	10,393	64	222,757
Client services	25,639	626,407	405	148	3,404	-	3,530	659,533	1,000	-	660,533
Malpractice insurance	-	1,125	-	-	-	-	-	1,125	163,369	-	164,494
Vehicle insurance	-	-	-	-	-	-	-	-	2,258	-	2,258
Property and liability insurance	-	375	-	-	-	-	-	375	66,852	-	67,227
Other interest	-	-	-	-	-	-	-	-	4,832	-	4,832
Depreciation	36,756	62,084	13,791	10,105	26,214	12,835	44,894	206,679	62,169	3,043	271,891
Equipment rental	-	-	-	-	-	-	-	-	51,210	-	51,210
Equipment maintenance	-	-	-	-	-	-	-	-	4,786	-	4,786
Membership dues	504	-	-	-	-	-	3,653	4,157	37,358	50	41,565
Other	-	5,672	-	-	33,993	-	147,710	187,375	6,250	-	193,625
Total expenses before allocation	1,840,661	4,736,607	471,292	360,585	725,636	1,530,051	1,942,359	11,607,191	5,252,649	37,602	16,897,442
General and administrative allocation	1,074,411	2,516,756	316,842	146,976	294,272	(528,912)	268,876	4,089,221	(4,089,851)	630	-
Total expenses	2,915,072	7,253,363	788,134	507,561	1,019,908	1,001,139	2,211,235	15,696,412	1,162,798	38,232	16,897,442
Change in net assets	$ 780,928	$ 1,651,470	$ 245,369	$ 133,712	$ (199,146)	$ -	$ 81,414	$ 2,693,747	$ (475)	$ 90,907	$ 2,784,179

The accompanying notes are an integral part of these financial statements.

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THE COMMUNITY COUNCIL OF NASHUA, NH, INC.
D/B/A GREATER NASHUA MENTAL HEALTH

Statement of Cash Flows

Year Ended June 30, 2020
(With Comparative Totals for Year Ended June 30, 2019)

	2020	2019
Cash flows from operating activities		
Change in net assets	$ 2,784,179	$ 865,831
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	272,738	265,718
Net realized and unrealized (losses) gains on investments	2,573	(77,271)
Provision for bad debt	804,899	1,763,837
Changes in operating assets and liabilities		
Accounts receivable	(2,031,535)	(1,261,563)
Prepaid expenses	79,083	(37,899)
Accounts payable and accrued expenses	(370,079)	407,847
Accrued payroll and related expenses and vacation	514,408	592,249
Estimated third-party liability	18,681	(950,075)
Deferred revenue	(3,978)	8,930
Net cash provided by operating activities	2,070,969	1,577,604
Cash flows from investing activities		
Purchases of investments	(1,037,608)	(561,223)
Proceeds from the sale of investments	1,071,406	547,987
Purchase of property and equipment	(189,631)	(486,724)
Net cash used by investing activities	(155,833)	(499,960)
Cash flows from financing activities		
Principal payments on notes payable	(77,134)	(91,087)
Borrowings under the Paycheck Protection Program (PPP)	2,052,284	-
Net cash provided (used) by financing activities	1,975,150	(91,087)
Net increase in cash and cash equivalents	3,890,286	986,557
Cash and cash equivalents, beginning of year	2,450,691	1,464,134
Cash and cash equivalents, end of year	$ 6,340,977	$ 2,450,691
Supplemental disclosures of noncash flow activities		
Acquisition of property and equipment included in accounts payable and accrued expenses	$ -	$ 42,563

The accompanying notes are an integral part of these financial statements.

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Notes to Financial Statements

June 30, 2020
(With Comparative Totals for June 30, 2019)

Organization

The Community Council of Nashua, NH, Inc. d/b/a Greater Nashua Mental Health (the Organization) is a comprehensive community health center located in Nashua, New Hampshire. The Organization's mission is to work with the community to meet the mental health needs of its residents by offering evaluation, treatment, resource development, education and research. The Organization is dedicated to clinical excellence and advocacy with its Child and Adolescent, Adult Outpatient Services, Elderly Services, Deaf Services, Substance Abuse, Medical Services, and other programs.

1. Summary of Significant Accounting Policies

Recently Adopted Accounting Pronouncement

In July 2018, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*, to clarify and improve the accounting guidance for contributions received and contributions made. The amendments in this ASU assist entities in (1) evaluating whether transactions should be accounted for as contributions (nonreciprocal transactions) within the scope of FASB Accounting Standards Codification (ASC) Topic 958, *Not-for-Profit Entities*, or as exchange (reciprocal) transactions subject to other accounting guidance, and (2) distinguishing between conditional contributions and unconditional contributions. This ASU was adopted by the Organization during the year ended June 30, 2020 and is reflected in the accompanying financial statements. Adoption of the ASU did not have a material impact on the Organization's financial reporting.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Basis of Presentation

The financial statements of the Organization have been prepared in accordance with U.S. GAAP, which require the Organization to report information regarding to its financial position and activities according to the following net asset classification:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and the Board of Directors.

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Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities and changes in net assets.

All contributions are considered to be available for operational use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as donor restricted support that increases that net asset class. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, donor restricted net assets are reclassified to net assets without donor restrictions and reported in the statement of activities and changes in net assets as net assets released from restrictions. The Organization records donor restricted contributions whose restrictions are met in the same reporting period as support without donor restrictions in the year of the gift.

The Organization reports contributions of land, buildings or equipment as support without donor restrictions, unless a donor places explicit restriction on their use. Contributions of cash or other assets that must be used to acquire long-lived assets are reported as donor restricted support and reclassified to net assets without donor restrictions when the assets are acquired and placed in service.

The financial statements include certain prior year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. GAAP. Accordingly, such information should be read in conjunction with the Organization's June 30, 2019 financial statements, from which the summarized information was derived.

Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding investments.

The Organization has cash deposits in major financial institutions which may exceed federal depository insurance limits. The Organization has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

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Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances reduced by an allowance for uncollectible accounts. In evaluating the collectability of accounts receivable, the Organization monitors the amount of actual cash collected during each month against the Organization's outstanding patient accounts receivable balances, as well as the aging of balances. The Organization analyzes its past history and identifies trends for each of its major payer sources of revenue to estimate the appropriate allowance for uncollectible accounts and provision for bad debts. Management, as well as the Finance Committee of the Organization, regularly reviews the aging and collection rate of major payer sources. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to the trade accounts receivable.

Investments

Investments in marketable securities and debt instruments with readily determined market values are carried at fair value. Fair values are based on quoted market prices, if available, or estimated using quoted market prices for similar securities.

Dividends, interest, and net realized and unrealized gains (losses) arising from investments are reported as follows:

- Increases (decreases) in net assets with donor restrictions if the terms of the gift require that they be maintained with the corpus of a donor restricted endowment fund;
- Increases (decreases) in net assets with donor restrictions if the terms of the gift or state law imposes restrictions on the use of the allocated investment income (loss); and
- Increases (decreases) in net assets without donor restrictions in all other cases.

Property and Equipment

Property and equipment are carried at cost, if purchased, or at estimated fair value at date of donation in the case of gifts, less accumulated depreciation. The Organization's policy is to capitalize assets greater than $5,000, while minor maintenance and repairs are charged to expense as incurred. Depreciation is recorded using the straight-line method over the following estimated lives as follows:

Furniture and equipment	3-10 years
Buildings and improvements	15-50 years
Computer equipment and software	3-10 years
Vehicles	5 years

Functional Allocation of Expenses

The costs of providing various programs and other activities have been summarized on a functional basis in the statements of functional revenues and expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Expenses are allocated based on client service revenue related to services by department.

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Estimated Third-Party Liability

The Organization's estimated third-party liability consists of estimated amounts due to Medicaid under capitation contract agreements. During 2020, minimum threshold levels were waived by the Managed Care Organizations (MCO's) and therefore, management has not recognized a potential repayment for services provided during 2020.

During 2020, management was notified by the MCO's that the Organization did not meet the minimum threshold levels for services provided in 2019 and as a result owe the MCO's a total of $18,681.

Income Taxes

The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. There was no unrelated business income tax incurred by the Organization for the years ended June 30, 2020 and 2019. Management has evaluated the Organization's tax positions and concluded the Organization has maintained its tax-exempt status, does not have any significant unrelated business income and has taken no uncertain tax positions that require adjustment to, or disclosure within, the accompanying financial statements.

Subsequent Events

For purposes of the preparation of these financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through October 28, 2020, which is the date that the financial statements were available to be issued.

2. Availability and Liquidity of Financial Assets

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to optimize its available funds. The Organization has various sources of liquidity at its disposal, including cash and cash equivalents, investments and a line of credit.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing operating activities as well as the conduct of services undertaken to support those operating activities.

In addition to financial assets available to meet general expenditures over the next 12 months, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover expenditures not covered by donor-restricted resources or, where appropriate, borrowings. Refer to the statements of cash flows, which identifies the sources and uses of the Organization's cash and cash equivalents.

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The following financial assets are expected to be available within one year of the statement of financial position date to meet general expenditures as of June 30:

	2020	2019
Cash and cash equivalents available for operations	$ 5,795,870	$ 1,933,201
Accounts receivable, net	2,553,814	1,327,181
Financial assets available to meet general expenditures within one year	$ 8,349,684	$ 3,260,382

Cash and cash equivalents in the statement of financial position includes amounts that are part of the endowment and board-designated funds reserved for future capital expenditures, and thus are excluded from the above table.

The Organization's Board of Directors has designated a portion of its resources without donor-imposed restrictions to act as endowment funds. These funds are invested for long-term appreciation and current income but remain available and may be spent at the discretion of the Board of Directors.

The Organization has an available line of credit of $1,000,000 which was fully available at June 30, 2020. See Note 8.

3. Program Service Fees and Concentrations of Credit Risk

Program service fees are charged at established rates and recognized as services are rendered. Discounts, allowances and other arrangements for services provided at other than established rates are recorded as an offset to program service fees. The State of New Hampshire has implemented payment reform in which certain patients covered under Medicaid were transitioned to coverage under a managed care system. Net revenues from managed care represented approximately 80% and 86% of the Organization's net program service fees for 2020 and 2019, respectively. Net revenues from the Medicaid program accounted for approximately 9% of the Organization's net program service fees for 2020 and 2019, respectively.

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An estimated breakdown of program service fees, net of the provision for bad debt, capitation adjustments and contractual allowances, from those major sources is as follows:

	2020	2019
Private pay	$ 2,209,648	$ 2,126,075
Medicaid	1,385,623	1,884,686
Medicare	1,907,288	1,084,336
Other payers	1,186,399	809,579
Managed care	21,265,156	18,831,992
	27,954,114	24,736,668
Less: Contractual adjustments	(5,048,686)	(4,306,382)
Capitation adjustments	(7,723,915)	(6,566,431)
Provision for bad debt	(804,899)	(1,763,837)
	(13,577,500)	(12,636,650)
Program service fees, net	$ 14,376,614	$ 12,100,018

The decrease in bad debt expense in 2020 as compared to 2019 is primarily due to improved collection efforts as a result of the Organization concentrating on reducing Lapsed Medicaid exposure.

The Organization grants credit without collateral to its patients, most of whom are insured under third-party payer agreements. Following is a summary of gross accounts receivable by funding source as of June 30:

	2020	2019
Government grants	58 %	30 %
Private pay	10	24
Medicaid	11	21
Medicare	8	4
Other	6	7
Managed care	7	14
	100 %	100 %

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4. Investments

Investments, which are reported at fair value, consist of the following at June 30:

	2020	2019
Common stocks	$ 744,873	$ 738,894
Equity mutual funds	215,908	258,423
U.S. Treasury bonds	503,538	487,623
Corporate bonds	244,045	255,204
Corporate bond mutual funds	109,001	113,591
	$ 1,817,365	$ 1,853,735

The Organization's investments are subject to various risks, such as interest rate, credit and overall market volatility, which may substantially impact the values of investments at any given time.

5. Fair Value of Financial Instruments

FASB ASC Topic 820, *Fair Value Measurement*, defines fair value as the exchange price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

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The following table sets forth by level, within the fair value hierarchy, the Organization's assets measured at fair value on a recurring basis as of June 30:

	2020		
	Level 1	Level 2	Total
Common stocks	$ 744,873	$ -	$ 744,873
Equity mutual funds	215,908	-	215,908
U.S. Treasury bonds	503,538	-	503,538
Corporate bonds	-	244,045	244,045
Corporate bond mutual funds	109,001	-	109,001
	$ 1,573,320	$ 244,045	$ 1,817,365

	2019		
	Level 1	Level 2	Total
Common stocks	$ 738,894	$ -	$ 738,894
Equity mutual funds	258,423	-	258,423
U.S. Treasury bonds	487,623	-	487,623
Corporate bonds	-	255,204	255,204
Corporate bond mutual funds	113,591	-	113,591
	$ 1,598,531	$ 255,204	$ 1,853,735

The fair value for Level 2 assets is primarily based on market prices of comparable or underlying securities, interest rates, and credit risk, using the market approach for the Organization's investments.

6. Property and Equipment

Property and equipment consists of the following:

	2020	2019
Land, buildings and improvements	$ 5,659,096	$ 5,539,240
Furniture and equipment	338,588	318,374
Computer equipment	285,083	278,083
Software	706,407	706,407
Vehicles	33,191	33,191
	7,022,365	6,875,295
Less accumulated depreciation	(4,095,947)	(3,824,056)
Property and equipment, net	$ 2,926,418	$ 3,051,239

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7. Endowment

The Organization's endowment primarily consists of funds established for certain programs provided by the Organization. Its endowment includes both donor-restricted endowment funds and funds designated by the Board of Directors to function as endowments. As required by U.S. GAAP, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Interpretation of Relevant Law

The Organization has interpreted the State of New Hampshire Uniform Prudent Management of Institutional Funds Act (the Act) as allowing the Organization to spend or accumulate the amount of an endowment fund that the Organization determines is prudent for the uses, benefits, purposes and duration for which the endowment fund is established, subject to the intent of the donor as expressed in the gift agreement. As a result of this interpretation, the Organization has included in net assets with perpetual donor restrictions (1) the original value of gifts donated to be maintained in perpetuity, (2) the original value of subsequent gifts to be maintained in perpetuity, and (3) the accumulation to the gifts to be maintained in perpetuity made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. If the donor-restricted endowment assets earn investment returns beyond the amount necessary to maintain the endowment assets' contributed value, that excess is included in net assets with donor restrictions until appropriated by the Board of Directors and, if applicable, expended in accordance with the donors' restrictions. The Organization has interpreted the Act to permit spending from funds with deficiencies in accordance with the prudent measures required under the Act. Funds designated by the Board of Directors to function as endowments are classified as net assets without donor restrictions.

In accordance with the Act, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

(1) The duration and preservation of the fund;
(2) The purposes of the Organization and the donor-restricted endowment fund;
(3) General economic conditions;
(4) The possible effect of inflation and deflation;
(5) The expected total return from income and the appreciation of investments;
(6) Other resources of the Organization; and
(7) The investment policies of the Organization.

Spending Policy

Effective for the year ended June 30, 2020, the Organization implemented a total return spending rate policy which limits the amount of investment income used to support current operations. The long-term target is to limit the use of the endowment to 4% of the moving average of the market value of the investments over the previous twelve quarters ending June 30 of the prior fiscal year. In 2019, the Board of Directors elected to forego the newly adopted spending policy until 2020. In 2020 and 2019, the Board of Directors approved an appropriation of $45,017 and $40,000, respectively, to support current operations.

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Return Objectives and Risk Parameters

The Organization has adopted investment policies, approved by the Board of Directors, for endowment assets that attempt to maintain the purchasing power of those endowment assets over the long term. Accordingly, the investment process seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable levels of risk. Endowment assets are invested in a well-diversified asset mix, which includes equity and debt securities, that is intended to result in a consistent inflation-protected rate of return that has sufficient liquidity to make an annual distribution of accumulated interest and dividend income to be reinvested or used as needed, while growing the funds if possible. Actual returns in any given year may vary from this amount. Investment risk is measured in terms of the total endowment fund; investment assets and allocation between asset classes and strategies are managed to reduce the exposure of the fund to unacceptable levels of risk.

Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or the Act requires the Organization to retain as a fund of perpetual duration. Deficiencies result from unfavorable market fluctuations that occurred shortly after the investment of new contributions with donor-imposed restrictions to be maintained in perpetuity and continued appropriation for certain programs that was deemed prudent by the Board of Directors. The Organization has a policy that permits spending from underwater endowment funds, unless specifically prohibited by the donor or relevant laws and regulations. Any deficiencies are reported in net assets with donor-imposed restrictions. There were no deficiencies of this nature as of June 30, 2020 and 2019.

Endowment Composition and Changes in Endowment

The endowment net asset composition by type of fund as of June 30, 2020 was as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Donor-restricted endowment funds	$ -	$ 275,595	$ 275,595
Board-designated endowment funds	1,586,877	-	1,586,877
	$ 1,586,877	$ 275,595	$ 1,862,472

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The changes in endowment net assets for the year ended June 30, 2020 were as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, June 30, 2019	$ 1,596,406	$ 274,819	$ 1,871,225
Investment return	26,622	4,738	31,360
Amount appropriated for expenditure	(41,055)	(3,962)	(45,017)
Appropriated funds not drawn from investments	4,904	-	4,904
Endowment net assets, June 30, 2020	$ 1,586,877	$ 275,595	$ 1,862,472

The endowment net asset composition by type of fund as of June 30, 2019 was as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Donor-restricted endowment funds	$ -	$ 274,819	$ 274,819
Board-designated endowment funds	1,596,406	-	1,596,406
	$ 1,596,406	$ 274,819	$ 1,871,225

The changes in endowment net assets for the year ended June 30, 2019 were as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, June 30, 2018	$ 1,544,023	$ 259,272	$ 1,803,295
Investment return	92,383	15,547	107,930
Amount appropriated for expenditure	(40,000)	-	(40,000)
Endowment net assets, June 30, 2019	$ 1,596,406	$ 274,819	$ 1,871,225

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8. Debt Obligations

Line of Credit

The Organization maintains a $1,000,000 revolving line of credit with TD Bank, collateralized by a mortgage on real property and substantially all business assets, carrying a variable interest rate of TD base rate plus 0.00%. Interest is payable monthly. The line of credit had no outstanding balance at June 30, 2020 or 2019. The line of credit agreement has a maturity date of February 28, 2021.

Notes Payable

The Organization had the following notes payable:

	2020	2019
Note payable to TD Bank. Under the terms of the note payable, monthly principal and interest payments of $8,114 are due through February 2024, at which time a balloon payment for the remaining principal is due. Interest rate is fixed at 5.33%; collateralized by mortgaged property. Subsequent to year end, the Board of Directors approved repayment in full on the remaining balance on the note payable to TD Bank.	$ **783,536**	$ 836,858
Note payable to TD Bank. Under the terms of the note payable, monthly principal and interest payments of $4,768 are due through February 2024, at which time a balloon payment for the remaining principal is due. Interest rate is fixed at 5.35%; collateralized by mortgaged property. The note is a participating loan with New Hampshire Health and Education Facilities Authority. Subsequent to year end, the Board of Directors approved repayment in full on the remaining balance on the note payable to TD Bank.	**601,005**	624,817
PPP loan to TD Bank borrowed in April 2020 obtained under a provision of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). A portion or all of the PPP loan will be forgiven if the Organization meets certain requirements. Any amount not forgiven is to be repaid over two years at a fixed interest rate of 1%. On October 23, 2020, management submitted its application for forgiveness and has yet to receive approval. This loan is unsecured.	**2,052,284**	-
	3,436,825	1,461,675
Less: unamortized deferred issuance costs	**(337)**	(1,184)
Total notes payable, net of unamortized deferred issuance costs	$ **3,436,488**	$ 1,460,491

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The scheduled maturities on notes payable are as follows:

2021	$ 917,917
2022	1,302,222
2023	90,972
2024	1,125,714

Cash paid for interest approximates interest expense.

TD Bank requires that the Organization meet certain financial covenants. The Organization was in compliance with covenants as of June 30, 2020.

9. Commitments and Contingencies

Malpractice Insurance

The Organization insures its medical malpractice risks on a claims-made basis. At June 30, 2020, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of insurance coverage nor are there any unasserted claims or incidents known to management which require loss accrual. The Organization intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

10. Tax Deferred Annuity Plan

The Organization maintains a 403(b) employer-sponsored retirement plan. Employees are eligible to participate as of the date of hire. Effective July 1, 2017, the Organization established a matching contribution of 100% of employee deferrals up to 3% of eligible compensation. Effective July 1, 2019, the Organization increased the matching contribution to 100% of employee deferrals up to 5% of eligible compensation. In order to be eligible for the match, an employee must work or earn a year of service, which is defined as at least 1,000 hours during the 12-month period immediately following date of hire. In addition the Organization may elect to provide a discretionary contribution. There was no discretionary contribution made for the year ended June 30, 2020 and 2019. Expenses associated with this plan were $282,823 and $141,033 for the years ended June 30, 2020 and 2019, respectively.

11. Uncertainty

On March 11, 2020, the World Health Organization declared coronavirus disease (COVID-19) a global pandemic. Local, U.S., and world governments encouraged self-isolation to curtail the spread of COVID-19 by mandating the temporary shut-down of business in many sectors and imposing limitations on travel and the size and duration of group gatherings. Most sectors are experiencing disruption to business operations and may feel further impacts related to delayed government reimbursement. The Coronavirus Preparedness and Response Supplemental Appropriations Act of 2020 provides several relief measures to allow flexibility to providers to deliver critical care. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and additional government actions to mitigate them. Accordingly, while management expects this matter to impact operating results, the related financial impact and duration cannot be reasonably estimated.

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The U.S. government has responded with three phases of relief legislation, as a response to the COVID-19 outbreak. Recent legislation was enacted into law on March 27, 2020, called the CARES Act, a statute to address the economic impact of the COVID-19 outbreak. The CARES Act, among other things, 1) authorizes emergency loans to distressed businesses by establishing, and providing funding for, forgivable bridge loans, 2) provides additional funding for grants and technical assistance, and 3) delays due dates for employer payroll taxes and estimated tax payments for organizations. Management has evaluated the impact of the CARES Act on the Organization, including its potential benefits and limitations that may result from additional funding

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GNMH Greater Nashua Mental Health

BOARD OF DIRECTORS 2021

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- *Retired: Attorney / Consultant*

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PAMELA BURNS – Chair — Nashua, NH
- *Dental Hygienist*

ROBERT DORF, DO — Nashua, NH
- *Chief Medical Officer*
  Southern New Hampshire Health

CHRISTINE FURMAN — Hollis, NH
- *Retired: Financial Management*
- *(2-Term) NH State Representative*

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  Adaptive Techniques & Concepts LLC

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- *Deacon*
  Our Lady of the Cedars Melkite Greek Catholic Church

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ROBYN MOSES-HARNEY — Hudson, NH
- *Vice President of Human Resources, PlaneSense, Inc., Portsmouth*

ELIZABETH SHEEHAN — Litchfield, NH
- *Director, HR Solution Delivery Hub No. America, Iron Mountain*

MARY ANN SOMERVILLE — Litchfield, NH
- *Retired: Software design, development, support*

DIANE VIENNEAU - Vice Chair — Nashua, NH
- *NH Department of Education, Nashua*

LISA YATES — Nashua, NH
- *NH Department of Education, Nashua*

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Denielle Aldridge, LSWA

Certified Positive Discipline Parent Educator

PROFILE AND CERTIFICATIONS:

- Licensed Social Work Assistant
- Certified Positive Discipline Parent Educator
- Certified Child and Adolescent Trauma Professional
- Massachusetts CANS certified
- Mindfulness certified
- Education in mental health counseling, substance use counseling, communications, English composition, decision-making skills, public policy development, grant proposal writing, multicultural practices, regulatory responsibilities, financial management, parenting education, law enforcement education, psychology and various roles of human services workers.
- Outstanding problem solving and active listening skills.
- Significant office support, communication, dispute resolution, and data entry skills.
- Extensive knowledge of substance abuse disorders, trauma, mental health counseling, domestic violence, and vicarious trauma.
- Knowledge of different types of treatment methods and therapeutic procedures

EXPERIENCE

PARENT AIDE/CASE WORKER/MENTAL HEALTH SPECIALIST. GREATER LAWRENCE COMMUNITY ACTION COUNCIL LAWRENCE, MA
DECEMBER 2017-SEPTEMBER 2019 & JUNE 2020- PRESENT

- Certified Positive Discipline parent educator
- Provides home visitation services to a caseload of up to 16 families
- Utilizes the Positive Discipline curriculum to educate parents and guardians on parenting skills
- Collaborates with the Department of Children and Families, schools, therapists, and other resources to provide means to assist clients to achieve their goals
- Assists families in accessing community resources based on their needs
- Maintains accurate, thorough, and updated client records
- Demonstrates cultural sensitivity and comprehension in work with families from multiple ethnic and cultural groups, socioeconomic levels, and lifestyles
- Completes initial assessments to determine the family's strengths. Continues to build on these strengths while working with the family
- Facilitator of the Parenting through Recovery parenting group
- Mental health specialist
- Provides supervision for the Bachelor level interns

SUBSTANCE ABUSE CLINICIAN/COUNSELOR. FARNUM CENTER (EASTER SEALS) MANCHESTER, NH
SEPTEMBER 2019-FEBRUARY 2020

- Provided direct support to clients
- Conducted individual one-on-one and group counseling sessions with clients

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- Completed required documentation and assessments efficiently and on-time including treatment plans, ASAM forms, weekly summaries, daily group notes, and admission and discharge summaries
- Collaborated with medical providers to ensure clients are able to achieve their goals and obtain resources for success in their sobriety
- Extensive knowledge of Health Realization and the Three Principles

THERAPEUTIC CASE MANAGER. NORTHEAST KINGDOM HUMAN SERVICES ST. JOHNSBURY, VT
SEPTEMBER 2016-AUGUST 2017

- Provided in-home therapeutic case management for children and their families
- Maintained accurate documentation
- Collaborated with the Department of Children and Families, schools, therapists, and other resources to provide means to help clients to achieve their goals
- Utilized skills to teach positive behaviors, coping skills, emotional self regulation, and social skills to children and their families.
- Helped children and families improve coping, social, and communication skills within their home, school, and community

SUBSTANCE USE RECOVERY AIDE. VALLEY VISTA BRADFORD, VT
JUNE 2015- SEPTEMBER 2016

- Provided direct services to clients and managed group counseling, and crisis prevention and management
- Collaborated with colleagues to ensure strongest treatment plan for each patient
- Conducted group counseling sessions, implemented behavior management systems and conducted crisis intervention counseling as necessary
- Facilitated daily group therapy and educational groups
- Maintained detailed and accurate records of treatment progress
- Closely monitored progress in patients and assisted in making changes in therapy as required
- Educated clients on how to follow up on treatment options after discharge

EDUCATION

OXFORD HIGH SCHOOL. OXFORD, MASS. GRADUATED 2002

UNIVERSITY OF PHOENIX. JANUARY 2012-APRIL 2014. Graduated with an Associate of Arts with a concentration in Humanities and Social Services Management

UNIVERSITY OF SOUTHERN NEW HAMPSHIRE. JUNE 2014-OCTOBER 2016. Graduated with a Bachelor of Arts in Psychology with a concentration in Addictions Counseling

WALDEN UNIVERSITY. NOVEMBER 2016-August 2020. Graduated with a Masters of Science in Clinical Mental Health Counseling

WALDEN UNIVERSITY. NOVEMBER 2020- present. Obtaining a PhD in Forensic Psychology

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Lucille M. Care, MA, NCC

With Hope and Confidence anything is possible,
-Dr Seuss

Education

Antioch University, Keene, NH **Sep. 2014- May 2017**
Master's degree - Clinical Mental Health Counselor/Substance Abuse-Addictions Concentration

Internship Harbor Homes, Nashua, NH **Aug. 2016-May 2017**

- PHP Dual Diagnosis- (Substance Use and Mental Health) Intakes/treatment plans, referrals, discharges)
- Pre- Authorizations, Concurrent reviews
- Court Reports
- Group Therapy/Individual Therapy
- Centricity (EMR) -medical records program

Internship-Rivier University, Nashua, NH **Sept.2015-May 2016**

- Individual counseling, intakes, treatment plans, referrals
- Group counseling; test anxiety, mindfulness, stress management
- Substance use-mandated clients
- Mental Health check in day
- Suicide training

Bridgewater State College, Bridgewater, MA **May 1985**
Bachelor of Arts- Sociology

Internship-Veterans Administration, Brockton, MA

- Individual & Group Counseling

Internship-Plymouth House of Corrections, Plymouth, MA

- Individual counseling
- Research-statistical data

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Professional Certificates & Licensures

CPR/AED- Adult and pediatric first aid certification #153495594794279	**8/22/2018**
MOAB –Management of Aggressive Behaviors	**4/2018**
NBCC- National Certified Counselor	**4/2017**
DBART- Disaster Behavioral Response Team-NH	**2015-present**
NH Licensed Nursing Assistant- 051291-24 (inactive)	**2013-2015**

Affiliations

American Mental Health Counselor Association
Chi Sigma Iota Honor Society

Career History

7/23/2018- pres. **Primary Therapist- New England Wellness and Recovery**

- Group Therapy- (evidence based -curriculum, expressive arts)
- Individual Therapy- (case load 7-10 avg)
- Clinical summaries, treatment plans, ASAM criteria
- Discharges summaries, behavior contracts, continuum of care
- Kipu- electronic medical records
- Weekly clinical supervision/team meetings

5/1/17-6/15/2018 **Clinician - Harbor Homes Wellness, Partial Hospitalization Program**

- Group therapy- (evidence-based curriculum)
- Individual Therapy; intakes, treatment plans, referrals, ins. pre-auth/reviews, discharges, court reports
- Case management- housing, food, recovery meetings, clothing, rides
- Weekly supervision
- Pre-auth/concurrent reviews- insurance
- Trainings- Nar can, MOAB, Crisis/suicide-CALM

5/11-6/17 **Home Health Care Provider- Easter Seals**

- Adult foster care of individual with developmental disability
- Work with client to assimilate into community
- Maintain/Implementation of patient medical and behavioral records
- Provide a safe and caring environment
- Scheduling of monthly goals/activities for client
- Adhere to all company and state regulations
- Medication certified for home

2/14-12/16 **Elderly Home Care, Self Employed**

- Set up appointments
- Provide community resources to clients
- Assist/encourage daily living skills
- Provide transportation

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11/13- 2/14 **LNA, Private Duty, Home Health and Hospice Care, Merrimack, NH**

- Provide a safe and caring environment
- Light House keeping
- Encourage fluids
- Reminding of medications
- Provide transportation

09/09-5/11 **Self Employed, Dolly Ciampa, Jewelry**

- Jewelry making and repair
- Maintain profit and loss
- All aspects of repair work, stone setting, wax
- Fabrication, sizing's, stone replacement

8/06-09/09 **Repair Shop Manager, Sterling Inc, Manchester, NH.**

- Implement action plans/Performance Management
- Data Entry, balancing payroll, supplies and profit of shop
- Recruiting, interviewing

4/02-8/06 **Administrative Assistant, ERA Morrison Real Estate, Pepperell, MA**

- Data Entry
- Knowledgeable in MS Excel, MS Publisher, MS Word
- Designed marketing material.
- Billing, payroll, scheduling and telephone duties

4/88-5/01 **Dental Assistant, DR. Joseph H. Ciampa DMD, Winthrop, MA**

- Perform general chair side assistance during clinical treatments
- laboratory functions, electronic patient record, office management
- Certified in Radiology, with proficient in digital radiography

01/85-05/89 **Director Therapeutic Recreation, New Medico, East Boston, MA**

- Implemented and ran support group
- Promoting community activities with the clients
- Successful fundraising for client's activities
- Working with team to set up goals and action plans/documentation
- Training of employees

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ANGELA DUNHAM

Objective: To obtain an additional role as drug court therapist that will utilize my skills and allow continued growth and education.

EXPERIENCE

AUGUST 2019- PRESENT

MENTAL HEALTH THERAPIST, GREATER NASHUA MENTAL HEALTH CENTER

I provide individual substance use therapy, group therapy, intensive outpatient group therapy, LADC evaluations, and Location of Care Assessments under supervision of a licensed clinician. The therapies that I utilize are Cognitive Behavioral Therapy, Rational Emotive Behavior Therapy, and Dialectical Behavior Therapy, Motivational Interviewing, and Solution Focused therapy. I am familiar with the Matrix Model and I am certified to provide and train others in the 7-challenges Model.

3/2019- AUGUST 2019

MENTAL HEALTH THERAPIST INTERN, GREATER NASHUA MENTAL HEALTH CENTER

I co-facilitated addiction IOP, Substance Use Disorder Relapse Prevention, and DBT groups under the supervision of licensed staff. I provide person-centered individual therapy to adults with substance use disorder and co-occurring mental health conditions. I facilitate recovery by providing therapies including Motivational Interviewing, Dialectal Behavior Therapy, Cognitive Behavioral Therapy, Rational Emotive Behavior Therapy, and Solution Focused Therapy.

9/2018- 8/2019

CERTIFIED MEDICAL ASSISTANT, SCOTT DIEHL PRIMARY CARE AT CATHOLIC MEDICAL CENTER

I supported the team with a transition from paper records to Centricity EMR. My duties which included updating patient history, problem, medication, and allergies. I assisted with prepping and scanning records into the electronic medical record. I also obtained vital signs and gave clinical and administrative support to provider, staff, and patients.

8/2018- 3/2019

MENTAL HEALTH THERAPIST INTERN, ADDICTION RECOVERY SERVICES

I co-facilitated addiction recovery process groups under the supervision of licensed staff. I utilized a Client-Centered Approach, Cognitive Behavioral Therapy, Motivational Interviewing and Psycho-Education.

3/2018-6/2018

PEDIATRIC MEDICAL ASSISTANT, LONDONDERRY PEDIATRICS

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I triaged patients using the Barton Schmitt Pediatric Protocol. I was responsible for rooming patients and obtaining the problem, HPI, vital signs, social history, and reviewing medication/allergies. I was also responsible for point-of-care testing; order entry and treatment follow up.

6/2017 – 2/2018

CERTIFIED MEDICAL ASSISTANT/RECOVERY SUPPORT, PROGRAM FOR ADDICTIVE DISORDERS AT CONCORD HOSPITAL

I supported the MAT (Medication-Assisted Treatment) team in meeting the patient's individual goals. I did recovery check-ins at each visit and support the team's clinical needs. I provided recovery resources and coordinated care with community partners.

8/2008 – 6/2017

CERTIFIED MEDICAL ASSISTANT, CONCORD HOSPITAL

I collaborated with providers in a multidisciplinary family medicine team to provide patient-centered care. My responsibilities included assisting physicians, maintaining records, care coordination, vaccine program manager, point-of-care testing, phlebotomy, injections, and medical assistant training. I participated in Quality Improvement Projects to improve depression screening rates and the Screening, Brief Intervention, and Referral to Treatment (SBIRT) initiative.

EDUCATION

SEPTEMBER 15, 2019

MASTERS OF SCIENCE – CLINICAL MENTAL HEALTH COUNSELING, NEW ENGLAND COLLEGE

GPA 3.81

Relevant coursework: Internship III, Research Capstone, Program Planning, Internship II, Research Methods, Testing & Assessment, Internship I, Ethics, Psychopharmacology, Addictions, Abnormal Psychopathology, Clinical Counseling Theory, Social & Cultural Foundations, Crisis Intervention, Clinical Counseling Technique, Human Growth & Development, Dialectical Behavior Therapy, Group Counseling, Family Systems, and Career & Lifestyle Development.

SEPTEMBER 2016

BACHELOR OF ARTS - PSYCHOLOGY, SOUTHERN NEW HAMPSHIRE UNIVERSITY

Specialization: Mental Health Counseling

Relevant coursework: Abnormal Psychology, Cognitive Psychology, Anthropology, Sociology, Philosophy, Counseling Techniques, Healthcare Delivery Systems, Statistics, Research Statistics for Psychology, Biopsychology, and Addictions.

JUNE 2008

ASSOCIATE OF SCIENCE - MEDICAL ASSISTING, HESSER COLLEGE

Relevant coursework: Externship, Clinical, Human Anatomy & Physiology, Information Technology, Office Administration, Medical Terminology, Medical Coding, Algebra, Biology, Psychology, and Philosophy.

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SKILLS

- Motivational Interviewing
- Cognitive Behavioral Therapy
- Dialectical Behavior Therapy
- Solution Focused Therapy
- Rational Emotive Behavior Therapy
- 7 Challenges Certified
- Care Coordination
- Healthcare Software: Cerner, EClinicalWorks, Centricity EMR, Essentia EMR
- Microsoft Office, Minitab, Office Time, MAXQDA

ACTIVITIES

- Member of NH Alcohol & Drug Abuse Counselors Association
- Member of American Association of Christian Counselors
- Certification in Basic Life Support through the American Heart and American Stroke Association.
- Certified in MOAB (Management of Aggressive Behavior) through MOAB Training International.

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Eileen M. Fiori, LICSW, LADC

CAREER OBJECTIVES: To obtain a part-time position in which I can utilize my varied clinical and supervisory experience in a professional setting. Credentialed as MA-LICSW #117722, NH-LICSW #155, NH-LADC #142.

RECENT EMPLOYMENT: Chief of Clinical Services at WestBridge, a private organization specializing in residential treatment and outpatient Assertive Community Treatment for individuals with co-occurring mental illness and substance use disorders. WestBridge is focused on both the individual and family utilizing a team approach and incorporates evidence-based practices to support independence and wellness for those who participate in the services.

EXPERIENCE:

CLINICAL: Provide direct treatment to children, adolescents, adults, families and couples. Treatment includes individual, family and group psychotherapy, as well as crisis intervention and case management. Treatment settings include mental health and social service agencies, foster homes, residential treatment centers, schools, substance abuse treatment agencies and patient/client's homes. Consultation and case management included contact with treatment specialists, schools, police, courts, probation departments, attorneys and hospitals. Certified to administer Global Appraisal of Individual Needs-GAIN-I; Substance Abuse Subtle Screening Inventory-SASSI; and to implement evidenced based practices such as the Adolescent Community Reinforcement Approach-ACRA, CBT, Motivational Interviewing, Family Education and Support, ACT teams and Supported Employment.

PROGRAM DEVELOPMENT AND PLANNING: Planned, developed, implemented and monitored programs providing substance abuse, social and medical services. Each program required definition of program goals, identification of client population, including special needs/services, budget considerations, policy development, staff development and training, resource mobilization, program promotion, coordination with existing programs and consultation with community providers.

ADMINISTRATION: Served in a number of administrative positions, including as Executive Director of the Farnum Center, Clinical Director of that same facility and as clinical supervisor in other settings. In these various positions, responsibilities included oversight of staff, development of agency budgets, grant proposals and responses to requests for proposals. Other administrative responsibilities included clinical supervision of staff at all levels of professional development, student interns, paraprofessionals and volunteers. I served as adjunct faculty at Notre Dame College providing courses in Addictive Disorders, Family Therapy and Ethics. I served as a member of the NH Board of Licensing for Alcohol and other Drug Use Professionals for six years and continue as a rehabilitative supervisor for the NH Board of Mental Health Practice.

RECENT EMPLOYMENT:

NH Partnership for Success

PAST EMPLOYMENT HISTORY:

WestBridge

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Child & Family Services of NH in Manchester
Center for Life Management
Col-Fiori Counseling Associates
Farnum Center
New Hampshire Department of Health and Human Services
Greater Lawrence Mental Health Center
McLean Hospital

References available upon request.

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William Robert Lundgren

Profile

Very reliable, personable and experienced career professional with experience and training in the substance abuse field. Former Probation & Parole Officer with a high-risk caseload supervising clients with drug or alcohol-based convictions. New Hampshire Licensed and Massachusetts Certified Alcohol & Drug Counselor. Co-facilitated intensive community-based substance abuse group versed on the Twelve-Steps AAA program as well as Cognitive Behavior Therapy model. Looking to advance my career utilizing the skills learned in my career. Especially adept at communication, leadership, interpersonal relations and establishing a positive working environment.

Experience

AVENUES RECOVERY EXTENDED CARE

GROUP FACILITATOR CONCORD, NH MARCH 2020 – CURRENT

- FACILITATE MENTAL HEALTH AND SUBSTANCE USE DISORDER GROUPS
- WRITE GROUP THERAPY CLIENTS NOTES AND GROUP SUMMARIES
- SET GOALS, NEW BEHAVIORS AND OTHER GOAL SETTING ENCOURAGEMENT

ALLIED UNIVERSAL PROTECTION SERVICES

GLOBAL SECURITY SUPERVISOR, CAMBRIDGE MA - NOVEMBER 2016 – APRIL 2019

- Manage the contracted security and safety services at facility.
- Supervise several global areas accessing safety and interruptions to daily business activities.
- Ensure quality of services is at or above expectations.

SECURITY OFFICER, MERRIMACK NH - MAY 2015 - NOVEMBER 2016

- Obtained Secret Department of Defense Clearance status to work at facility.
- Trained on procedures and process to successfully be part of the team protecting security and safety at facility.

Rockingham County Jail - August 2013 - April 2015
CORRECTIONS OFFICER, BRENTWOOD NH

- Ensure that inmates have a productive and save environment, facilitate activities to enhance inmate profile, attitudes, and communication skills to have best chance of success.
- Maintained discipline and orderly conduct. Resolve conflicts among inmates

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- Monitor internal and external perimeters of the institution, making periodic inspections of conditions. Enforced rules and regulations governing the conduct of visitors. Examined packages to be received by inmates.

- Administra CPR and first aid. Investigated and handled emergencies and disorders within the department.

PROBATION & PAROLE OFFICER, STATE OF VERMONT – JAN 2000- MARCH 2013

Court Duties

- Completed a pre-trial assessment of defendant's amenability for community probation, including risk assessment, compilation of criminal history and summary of psychological reports.

- Completed Intensive Confidential Sanction Reports to court based on my investigation into their appropriateness for an Intensive Community-based Substance Abuse group while serving their sentence on a furlough or Supervised Community Sentence status. This report included a sentence recommendation.

- For offenders sentenced to probation, provided the court progress reports recommending that either the probation continue, the probationer be incarcerated or sanctioned for a probation violation, or that his probation end.

Community Protection

- Protect communities by recommending that the court require offenders to complete programs, such as substance abuse, sex offender or anger-management therapy.

- Monitored offenders' attendance in and compliance with these programs. Handle inquiries the public may have regarding probationers under their charge.

Supervision Duties

- Facilitated and co-facilitated community based intensive community-based substance abuse group based on Cognitive-Behavioral Theory for over 10 years.

- Visited probationers and parolee's at work, interview their family members and make home visits.

- Depending on a probationer or parolee's progress, adjusted the level of supervision required or impose probation/parole restrictions, such as additional community service, treatment, restrictive housing, ankle-bracelet monitoring or revocation of probation.

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William Robert Lundgren

CORRECTIONS OFFICER, CHESHIRE COUNTY NH — 1997 - 2000
Awarded 2nd Shift Officer of Year in 1998

Awarded Leadership/Teamwork Certificate January 2019 from Allied Universal

Professional Certifications and Training

Licensed New Hampshire and Certified Massachusetts Alcohol and Drug Counselor

Over 550 hours of various criminal justice related trainings including but not limited to;

Advanced Communication Techniques	Advanced Physical Control Techniques
Motivational Interviewing	Best practices in Case Management
Extensive Substance abuse training	Extensive case management and planning

Education:

Merrimack College North Andover , MA – Bachelor's - Psychology – September 2019 -August 2020 current GPA 3.0

New Hampshire Technical Institute - Associates - Criminal Justice - Corrections with Honors GPA 3.42 1996

Reference's :

Provided upon request

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Christina M. Minasian Hunt, MS

EDUCATION

09/2011–Present **PsyD (anticipated August 25, 2018)**
Masters of Science – June 1, 2014
Antioch University, New England
40 Avon Street, Keene, NH 03431
Clinical Psychology

01/2002–05/2005 **Bridgewater State College**
131 Summer Street, Bridgewater, MA 02325
Bachelor of Science in Psychology, Cum Laude
Minor in Forensic Psychology

09/2001–12/2001 **Assumption College**
500 Salisbury Street, Worcester, MA 01609
Matriculated in BA and Foundations programs

GRADUATE CLINICAL EXPERIENCE

9/2016-8/25/2018 **Predoctoral Intern**
BHN The Carson Center
Westfield, MA
Supervisors: David Arbeitman, PhD, Francine Lorimer, PsyD, Lisa Rasco, PhD, and Margo Townley, MSW, PsyD

- Provide individual and group therapy in a community mental health center
- Tailor assessment, conduct cognitive and personality testing, and provide feedback to clients
- Concentrations: substance use and dual-diagnosis assessment and treatment, trauma assessment and treatment, DBT program (including group facilitation), and second offender DUI program
- Provide supervision to predoctoral practicum students
- Participation in seminars, supervision, and peer supervision
- Provided the Center with a seminar in basic ASAM criteria assessment
- Lead intern cohort in conducting a program evaluation for the DBT program

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8/2015-6/2016 **Psychometrician Extern**
Comprehensive Counseling Connections
Bow, NH
Supervisors: Pamela Gallant, PsyD & Christina Flanders, PsyD

- Conduct cognitive and personality assessments for children and adults
- Score, interpret, and create reports including individualized recommendations for each client
- Consult about technology, including web page development, organization, and program development

7/2014-Present **Substance Abuse Clinician**
Greater Nashua Mental Health Center (GNMHC)
Substance Abuse Services
Nashua, NH
Supervisor: Cynthia Whitaker, Psy.D., MLADC

- Was offered paid employment at the conclusion of my practicum contract and subsequently hired as a clinician
- Increased my understanding of the pharmacology of substances and their impacts on individuals, their families, and social networks
- Independently lead a weekly IOP group
- Complete insurance authorizations for services
- Deliver LADC evaluations and recommend treatment

8/2013-6/2014 **Practicum Student**
Greater Nashua Mental Health Center (GNMHC)
Substance Abuse Services
Nashua, NH
Supervisor: Cynthia Whitaker, Psy.D., M-LADC

- Provide individual and intensive outpatient program (IOP) group therapy to individuals with substance use disorders
- Participated in weekly group and individual supervision with peers and the supervising psychologist
- Conduct court-ordered mental health evaluations that include evidence-based assessment tools, diagnostic impressions, and recommendations

6/2012 – 6/2013 **Practicum Student**
Antioch Psychological Services Center (PSC)
Antioch University New England
Keene, NH
Supervisors: James Fauth, Ph.D. & Susan Hawes, Ph.D.

- Provided therapy for individuals and groups
- Co-facilitated Cognitive Self Change group for individuals with a history of incarceration and/or probation

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- Delivered therapy and coordinated treatment for inmates at Cheshire County House of Corrections (CCHOC)
- Trained in and conducted cognitive and personality assessments
- Composed initial contacts, intake interviews, progress notes, termination summaries, letters, etc. for documentation
- Attended to scheduling, payments, and other administrative tasks

RELEVANT EMPLOYMENT HISTORY

12/2007–6/2012 **Community and Family Support Specialist**
Monadnock Family Services
Keene, Peterborough, and Jaffrey, NH
Supervisor: Mark Bromley, Ph.D., LMFT

- Supported older adult clients (60+ years of age) in the community to encourage independence and distress tolerance
- Worked at a high level of autonomy and organization to be in the community without the resources of a daily office-setting
- Collaborated with clients, families, inter-agency providers, and a multidisciplinary treatment team to establish treatment goals and objectives
- Organized and facilitated weekly therapeutic behavioral groups
- Attended regular intra-agency and inter-agency trainings, including Dialectical Behavioral Therapy (DBT), Motivational Interviewing, Treatment Planning, etc.

07/2007–11/2007 **Teacher's Assistant**
South Bay Mental Health, Early Intervention
Brockton, MA
Supervisor: Amy Miner-Fletcher, LMHC, CEID

- Assisted Occupational Therapists/teachers in classrooms for children ages 1–3 deemed to be at-risk for developmental disabilities
- Regularly worked in bilingual (Spanish/English) classes and communicated in Spanish when appropriate
- Independently compiled community resource guide for parents and staff

06/2006–07/2007 **Case Manager**
South Bay Mental Health, Partial Hospital Program
Plymouth, MA
Supervisor: Nicole Costa, MSW, LICSW

- Supported clients (aged 18+) experiencing acute symptoms of a variety of mental illnesses as a step-down or diversion from inpatient hospitalization
- Worked with a multidisciplinary treatment team to coordinate

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treatment strategies
- Organized treatment plans, assessments, intakes
- Daily responsibilities included coordinating inter-agency treatment team meetings with clients, their families and outer agency providers, including the Department of Mental Health, Social Security, and local probation departments
- Co-facilitated clinical groups with licensed therapists
- Made regular calls to insurance companies to update status of clients and receive prior authorizations for service

GRADUATE RESEARCH EXPERIENCE

9/2015-3/2016 **Senior Research Assistant**
Center for Behavioral Health Innovation (BHI)
Antioch University New England
Keene, NH – Lowell, MA
Supervisors: George Tremblay, Ph.D. & Megan Edwards, PsyD
- Coordinate with UMass Lowell to perform a second iteration of the Community Readiness Assessment (after having performed the initial CRA in 2012-2013 – see below)
- Interview UML faculty, staff, and students using CRA structured interview
- Code and achieve consensus on scoring with student research assistant
- Compose and present report to Garret Lee Smith Team at UML

11/2013 – 3/2018 **Program Evaluator**
Hillsborough South County Adult Drug Court
Hillsborough South Country Superior Court
Nashua, NH
- Function as an evaluation consultant to the drug court development team as they began to establish a new drug court
- Attended local and distant meetings and conferences held by the National Association of Drug Court Professionals (NADCP)

9/2012 – 5/2013 **SAMHSA Garrett Lee Smith Project Coordinator**
Center for Research on Psychological Practices (CROPP)
Antioch University New England
Keene, NH – Lowell, MA
Supervisors: George Tremblay, Ph.D.
- Functioned as evaluation team member and liaison between CROPP and UMass Lowell (UML) as UML prepared to implement a suicide-prevention program
- Prepared variety of documents, including IRB applications, informed consent dialogs, interview scripts, letters, etc.
- Adapted Community Readiness Assessment (CRA) tool for suicide

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prevention at UML
- Conducted and coded a series of CRA interviews with UML campus representatives (from faculty, staff, administration, students, etc.)
- Co-authored and presented an evaluation report to UML team

UNDERGRADUATE INTERNSHIP & RESEARCH EXPERIENCE

01/2005–05/2005 **Intern**
Department of Probations and Drug Court Program
Cambridge District Court
Cambridge, MA
Supervisor: Marie Burke
- Observed and conducted basic administrative and courtroom procedures
- Attended weekly Drug Court rehabilitation program sessions to review the status of participants in the drug-court program
- Initiated, completed and presented a brief program evaluation for the Drug Court

08/2004–05/2005 **Student Research Associate**
Massachusetts Aggression Reduction Center (MARC)
Bridgewater State College, Bridgewater MA
Supervisor: Elizabeth Kandel-Englander, Ph.D.
- Selected by Dr. Englander to assist in establishing MARC (http://webhost.bridgew.edu/marc/), a state-funded program instituted to provide anti-bullying and anti-cyberbullying programs to K-12 students in order to take charge of the growing aggression and bullying problems in schools

ADDITIONAL CLINCIAL & PROFESSIONAL TRAINING

10/2017 **Cognitive Processing Therapy for PTSD**
- Training provided by CPT for PTSD developers
- Training focused on the development, research, and refinement of the most updated CPT model
- Emphasis was placed on providing CPT to military personnel and civilians
- Introduced use of CPT in group settings

12/7/2015 **Military Culture Training for NH Service Providers**
- Training focused on military organization, military culture, reintegration of veterans, stigma associated with veterans
- Topics will also cover deployment cycles, PTSD, TBI, and military family challenges

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10/6-7/2015 **Matrix Model Training**

- The Matrix model is a cognitive-behavioral, evidence-based model that was designed to treat individuals with substance use disorders.
- Instructed in the Matrix model, its implementation, and its fidelity assessment by the Matrix Institute
- Learned both the Basic Core and Criminal Settings Matrix models

10/2-3/2014 **New England Association of Drug Court Professionals Conference: Where Justice and Treatment Meet – Facing Complex Issues**

- Seminars focused on research, program evaluation, ethics, and addiction
- Collaborated with the Hillsborough County Adult Drug Court team about programmatic changes consistent with new research

10/1-2/2014 **New England Association of Drug Court Professionals Conference: Where Justice and Treatment Meet**

- Attended seminars focused on research, administration of incentives and sanctions, inclusion of Vivitrol in drug courts, MRT, and assessment for drug court participant's needs

9/3/2015 **New Hampshire Specialty Courts 6th Annual Conference**

- Attended seminars focused on research, addictions, treatment, distinguishing the multiple roles of drug court team members, and including trauma-informed care in drug court treatment

9/5/2014 **New Hampshire Specialty Courts 5th Annual Conference**

- Attended seminars focused on the drug court model, relapse prevention, medically-assisted treatment in drug court, and contingency management

7/11-13/2014 **The Albert Ellis Institute: 3-Day Primary Certificate Practicum in Rational Emotive Behavior Therapy (REBT) and Cognitive Behavior Therapy**

- Received instruction in the history, conceptualization, and practice of REBT
- Learned the ABC model of REBT
- Participated in small-group peer-supervision sessions
- Practiced REBT in brief individual sessions with other trainees in the small-group supervision groups
- Provided and received feedback in the peer supervision group

9/13/2013 **New Hampshire Specialty Courts 4th Annual Conference**

- Attended seminars introducing Veteran's Courts, the drug court model, and treating co-occurring disorders

4/19/2012 **Trauma Informed Care: Trauma and Its Neurobiological Effects, Self-Regulatory Tools, Trauma Recovery, and Healing Through the Arts (SAMHSA)**

- Presentation focused on the physiological effects of trauma
- Discussed evidence-based treatment options that respond to the physiological effects of trauma

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PUBLICATIONS

7/14/2015 **Another View – A drug court for Manchester is a good investment**
New Hampshire Union Leader
Editorial Submission

- Published an editorial in response to the Manchester county legislation's decision to not fund a drug court
- Advocated that drug courts promote public safety, public health, and humanitarian efforts, and are cost effective.
- Available at: www.unionleader.com/apps/pbcs.dll/article?AID=%2F20150715%2FOPINION02%2F150719544&source=RSS

3/12/2018 **Dissertation: Fidelity Assessment of the Hillsborough South County Drug Court**
Chair: George Tremblay, Ph.D.
Committee Members: Cynthia Whitaker, PsyD and Dion Dennis, PhD

- Completed a mixed methods fidelity assessment to investigate the court's adherence to the Ten Key Components (NADCP, 1997) and Best Practice Standards (NADCP, 2013)
- Implemented Utilization-Focused Evaluation methodology (Patton, 2012)
- This research is being used by the court to inform their practices as they develop their program.

SCHOLARSHIPS, MEMBERSHIPS, AND AWARDS

In process **NH Master Licensed Alcohol and Drug Counselor**
Application pending

09/2014-Present **APA Division 12: Society of Clinical Psychology**
09/2013- 5/2015 Graduate Student Affiliate

Support Group for Ethnic and Racial Diversity (SERD)
Member
Chair -- Genocide Awareness Committee

- Co-authored and delivered a lecture with a fellow student to first-year students about modern genocide and transgenerational trauma

09/2011--05/2012 **Jonathan Daniels Scholarship**

05/2012-Present **American Psychological Association**
Graduate Student Affiliate

03/2012 – Present **New Hampshire Psychological Association**
Graduate Student Affiliate

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Community Council of Nashua, NH DBA/
GREATER NASHUA MENTAL HEALTH

Key Personnel Sheet

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
TBD	Coordinator/Clinical Supervisor	$63,003	5%	$3,150
TBD	Administrative Support (20 hours)	$18,720	100%	$18,720
TDB	IT Support (1 hour)	$37,440	3%	$936
TBD	SUD Case Manager	$39,998	100%	$39,998
TBD	SUD Certified Recovery Support Worker (CRSW)	$39,998	100%	$39,998
Eileen Fiori	SUD Therapist (24 hours)	$38,155	0%	$0
Angela Dunham	SUD Therapist	$44,678	0%	$0
William Lundgren	SUD Therapist (12 hours)	$13,403	0%	$0
Lucille Care	SUD Therapist	$55,848	0%	$0
Christina Minasian-Hunt	Clinical Supervisor	$61,152	0%	$0
Denielle Aldridge	SUD Therapist	$51,833	0%	$0

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

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

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

September 21, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a **Retroactive** contract with the contractor listed below in an amount not to exceed $190,666 for Substance Use Disorder Treatment and Recovery Support Services, with the option to renew for up to four (4) additional years, effective retroactive to September 30, 2021, upon Governor and Council approval through September 29, 2023. 44.842% Federal Funds. 23.10% General Funds. 32.058% Other Funds (Governor's Commission).

Contractor Name	Vendor Code	Area Served	Contract Amount
Community Council of Nashua, N.H. d/b/a Greater Nashua Mental Health	154112-B001	Statewide	$190,666
		Total:	**$190,666**

Funds are available in the following accounts for State Fiscal Years 2022, 2023, and are anticipated to be available in State Fiscal Year 2024, 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.

See attached fiscal details.

EXPLANATION

This request is **Retroactive** because the contracting process was not completed in time to place the item on the agenda for the September 29, 2021, Governor and Executive Council meeting. The Community Council of Nashua, N.H., d/b/a Greater Nashua Mental Health agency policy requires their Board of Directors to vote on and approve all contract actions prior to contract execution. The Contractor was unable to complete this action in time to place the item on the September 29, 2021 Governor and Executive Council agenda.

The purpose of this request is to provide Substance Use Disorder Treatment and Recovery Supports Services statewide to New Hampshire residents who have income below 400% of the Federal Poverty Level, and are uninsured or underinsured.

Approximately 250 individuals will be served through this Contractor over the next 2 years.

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The Contractor will provide statewide access to an array of treatment services, including individual and group outpatient services; intensive outpatient services; partial hospitalization; ambulatory withdrawal management services; transitional living services; high and low intensity residential treatment services; specialty residential services; and integrated medication assisted treatment. The Contractor will ensure individuals with a substance use disorder receive the appropriate type of treatment and have access to continued and expanded levels of care, which will increase the ability of individuals to achieve and maintain recovery. The Contractor will also assist eligible individuals with enrolling in Medicaid while receiving treatment, and the Department will serve as the payer of last resort.

The Department will monitor services through monthly, quarterly, and annual reporting to ensure the Contractor:

- Provides services that reduce the negative impacts of substance misuse.
- Makes continuing care, transfer and discharge decisions based on American Society of Addiction Medicine (ASAM) criteria.
- Treats individuals using Evidence Based Practices and follow best practices.
- Achieves initiation, engagement, and retention goals as required by the Department.

The Department selected contractors through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from July 20, 2021, through August 19, 2021. The Department received 12 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached. This request represents one (1) of the remaining two (2) contracts for Substance Use Disorder Treatment and Recovery Supports Services. The preceding 10 agreements are awaiting approval at the September 29, 2021, Governor and Executive Council meeting.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions of the attached agreements, the parties have the option to extend the agreements 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 individuals in need of Substance Use Disorder Treatment and Recovery Supports Services may not receive the treatment, tools, and education required to enhance and sustain recovery that, in some cases, prevents untimely deaths.

Source of Federal Funds: Substance Abuse Prevention and Treatment Block Grant CFDA #93.959, FAIN # TI083464

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

Respectfully submitted,

DocuSigned by:
Lori A. Weaver
4C4A92994125473...

Lori A. Shibinette
Commissioner

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

CC of Nashua/Greater Nashua Mental Health — 154112-B001 — PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$28,144
2023	102-500731	Contracts for Prog Svc	$27,174
2024	102-500731	Contracts for Prog Svc	$5,806
Sub-total			$61,124
Sub Total GC			**$61,124**

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (66% FEDERAL FUNDS 34% GENERAL FUNDS)

CC of Nashua/Greater Nashua Mental Health

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$59,647
2023	102-500731	Contracts for Prog Svc	$57,590
2024	102-500731	Contracts for Prog Svc	$12,305
Sub-total			$129,542
Sub-total Clinical			**$129,542**
Grand Total All			**$190,666**

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New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RFP-2022-BDAS-01-SUBST

Project Title Substance Use Disorder Treatment and Recovery Support Services

	Maximum Points Available	Better Life Partners	Bridge Street Recovery	Cheshire Medical Center	Dismas Home of NH	Easterseals NH Farnum	Families in Transition	Grafton County	Greater Nashua Mental Health	Harbor Care	Headrest	Hope on Haven Hill	Southeastern NH Alcohol & Drug Services
Technical													
Qualifications (Q1)	50	40	25	47	37	50	50	43	48	50	50	50	50
Experience (Q2)	50	45	25	48	35	45	50	45	50	50	50	45	48
ASAM (Q3)	20	20	11	8	20	15	20	10	20	20	9	20	20
Knowledge (Q4)	20	20	13	5	20	13	20	15	20	20	10	20	18
Samples (Q5)	30	15	7	8	23	21	14	21	12	8	7	14	8
Collaboration & Wraparound (Q6)	45	45	25	15	45	24	45	37	40	45	40	40	20
Staffing Plan (Q7)	15	13	13	4	10	12	13	13	13	13	10	14	4
Subtotal - Technical	**230**	**198**	**119**	**135**	**190**	**180**	**212**	**184**	**203**	**206**	**176**	**203**	**168**
Cost													
4.2.1.1. Budget Sheet	70	63	30	63	63	48	60	63	60	68	58	65	62
4.2.1.2. Staff List	30	25	29	25	25	28	28	30	25	25	28	30	28
Subtotal - Cost	**100**	**88**	**59**	**88**	**88**	**76**	**88**	**93**	**85**	**93**	**86**	**95**	**90**
TOTAL POINTS	**330**	**286**	**178**	**223**	**278**	**256**	**300**	**277**	**288**	**299**	**262**	**298**	**258**

	Reviewer Name	Title
1	Sara Cleveland	
2	Paula Holigan	
3	Laurie Heath	
4		
5		

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Subject: Substance Use Disorder Treatment and Recovery Support Services (RFP-2022-BDAS-01-SUBST-04)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Community Council of Nashua, N.H. d/b/a Greater Nashua Mental Health		1.4 Contractor Address 100 West Pearl St. Nashua, NH 03060	
1.5 Contractor Phone Number (603) 889-6147	1.6 Account Number 010-95-92-920510-33820000 010-95-92-920510-33840000	1.7 Completion Date September 29, 2023	1.8 Price Limitation $190,666
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: Cynthia L Whitaker 9B4332A5D3DB451...	9/16/2021 Date:	1.12 Name and Title of Contractor Signatory Cynthia L Whitaker President and CEO	
1.13 State Agency Signature DocuSigned by: Katja Fox CB9D05B04C03442...	9/16/2021 Date:	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: J. Christopher Marshall D5BD458E80D4403...		On: 9/21/2021	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS CW
Date 9/16/2021

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

Date 9/16/2021

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 omissions of the

Contractor Initials AW

Date 9/16/2021

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

Date 9/16/2021

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

EXHIBIT A

Revisions to Standard Agreement 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 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.

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall provide Substance Use Disorder (SUD) Treatment and Recovery Support Services that assist individuals with:

1.1.1. Stopping or reducing substance misuse;

1.1.2. Improving physical and mental health and social function; and

1.1.3. Reducing risk for recurrence of substance misuse.

1.2. Resiliency and Recovery Oriented Systems of Care (RROSC)

1.2.1. The Contractor shall ensure SUD Treatment and Recovery Support Services are available to eligible individuals, regardless of where the individual lives or works in New Hampshire. The Contractor shall:

1.2.1.1. Provide treatment services that support the RROSC by operationalizing the Continuum of Care Model.

1.2.1.2. Ensure all services:

1.2.1.2.1. Focus on strengths and resilience of individuals and families;

1.2.1.2.2. Are culturally sensitive and relevant to the diversity of individuals served;

1.2.1.2.3. Promote person-centered and self-directed approaches to care; and

1.2.1.2.4. Are trauma informed and designed to acknowledge the impact of violence and trauma on individuals' lives and the importance of addressing trauma in treatment.

1.3. The Contractor shall comply with all requirements in Exhibit B-1, Operational Requirements, as applicable.

1.4. For the purposes of this agreement, all references to business days shall mean Monday through Friday and excluding state and federal holidays.

1.5. For the purposes of this agreement, all references to calendar days shall mean Monday through Sunday, including state and federal holidays.

1.6. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8:00 AM to 5:00 PM, excluding state and federal holidays.

2. Population Served

2.1. The Contractor shall provide services to individuals who:

2.1.1. Have income below 400% of the Federal Poverty Level;

2.1.2. Are residents of New Hampshire or experiencing homelessness in New Hampshire; and

2.1.3. Are determined positive for SUD with a clinical diagnosis by a Licensed or Unlicensed Counselor.

2.2. The Contractor shall ensure consent for services is obtained prior to providing services, in accordance with 42 CFR Part 2, from:

2.2.1. The individuals who are aged 12 years and older; or

2.2.2. The parent or legal guarding of an individual who is less than 12 years of age.

2.3. The Contractor shall ensure individuals under 18 years of age are not denied services due to:

2.3.1. The parent's inability and/or unwillingness to pay the fee(s); or

2.3.2. The minor's decision to receive confidential services pursuant to New Hampshire Revised Statutes Annotated (RSA) 318-B:12-a.

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

2.4.1. Receive Medication Assisted Treatment (MAT) services from other providers, including the individual's primary care provider;

2.4.2. Have co-occurring mental health disorders; or

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

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

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

2.5.1.1. Contact with the Doorway of the individual's choice to connect the individual with SUD treatment services and document actions taken;

2.5.1.2. Assist individuals who refuse referral services offered through the Doorway with identifying alternative providers and

accessing services with these providers, which includes referrals for prenatal care and actively reaching out to identify providers on the behalf of the individual; and

2.5.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor's agency or an alternative provider. The Contractor shall ensure interim services include:

2.5.1.3.1. A minimum of one 60-minute individual or group outpatient session per week or;

2.5.1.3.2. Recovery support services as needed by the individual; or

2.5.1.3.3. Daily calls to the individual to assess and respond to any emergent needs.

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

2.5.3. Individuals with a history of injection drug use, including the provision of interim services within 14 days. If the Contractor is unable to admit an individual with a history of injection drug use within 14 days of the individual applying for services, the Contractor shall provide and document interim services until the appropriate level of care becomes available at either the Contractor's agency or an alternative provider.

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

2.5.5. Individuals with current Opioid Use Disorders or Stimulant Use Disorders;

2.5.6. Veterans with SUD;

2.5.7. Individuals with SUD who are involved with the criminal justice and/or child protection system; and

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

3. Scope of Services

3.1. Clinical Services

3.1.1. The Contractor shall adhere to a clinical care manual that includes policies and procedures related to all clinical services provided.

3.1.2. The Contractor shall develop and implement written policies and procedures governing its operation and all services provided through

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this Agreement. The Contractor shall ensure staff are trained on all policies and procedures, which are reviewed and revised annually.

3.1.3. The Contractor shall provide the following SUD treatment services to eligible individuals:

3.1.3.1. The Contractor shall provide Individual Outpatient Treatment as defined as American Society of Addiction Medicine **(ASAM) Criteria, Level 1**. The Contractor shall ensure outpatient treatment services assist individuals achieve treatment objectives through the exploration of SUDs and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision-making with regard to alcohol and other drug related problems.

3.1.3.2. The Contractor shall provide Group Outpatient Treatment as defined as **ASAM Criteria, Level 1**. The Contractor shall ensure outpatient treatment services assist a group of individuals achieve treatment objectives through the exploration of SUDs and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

3.1.3.3. The Contractor shall provide Intensive Outpatient Treatment as defined as **ASAM Criteria, Level 2.1**. The Contractor shall ensure:

3.1.3.3.1. Intensive outpatient treatment services provide intensive and structured individual and group SUD treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services;

3.1.3.3.2. Services for adults are provided for a minimum of (9) hours a week; and

3.1.3.3.3. Services for adolescents are provided for a minimum of six (6) hours a week.

3.1.3.4. The Contractor shall provide **Integrated Medication Assisted Treatment** services through medication prescription and monitoring for treatment of OUD and other SUDs. The Contractor shall:

3.1.3.4.1. Provide non-medical treatment services to the individual in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider;

3.1.3.4.2. Coordinate care and meet all requirements for the service provided;

3.1.3.4.3. Provide Integrated Medication Assisted Treatment services in accordance with guidance provided by the Department, "Guidance Document on Best Practices: Key Components for Delivery Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire"; and

3.1.4. The Contractor shall provide clinical services separately for adolescents and adults, unless otherwise approved by the Department. The Contractor shall ensure:

3.1.4.1. Adolescents and adults do not share the same residency space; and

3.1.4.2. Communal spaces such as kitchens, group rooms, and recreation are shared at separate times.

3.1.5. The Contractor shall ensure all residential programs maintain a daily shift change log documenting significant events and client behavior of which a subsequent shift should be made aware.

3.2. Recovery Support Services

3.2.1. The Contractor shall provide recovery support services that remove barriers to an individual's participation in treatment or recovery or reduce or remove threats to an individual maintaining participation in treatment and/or recovery. The Contractor shall:

3.2.1.1. Provide individual or group **Intensive Case Management** in accordance with SAMHSA TIP 27: Comprehensive Case Management for Substance Abuse Treatment.

3.3. Interim Services

3.3.1. The Contractor shall provide interim services to all individuals waiting for clinical services. The Contractor shall ensure Interim Services include, but are not limited to:

3.3.1.1. Counseling and education about HIV and TB, the risks of needle sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur.

3.3.1.2. Referral for HIV or TB treatment services, if necessary.

3.3.1.3. Individual and/or group counseling on the effects of alcohol and other drug use.

3.4. Infectious Diseases

3.4.1. *Oral Fluid HIV Testing*

3.4.1.1. The Contractor shall administer rapid, on-site, same-day, oral fluid HIV testing as a routine component of SUD treatment for all individuals receiving services, except in those cases where an individual is being served solely via telehealth.

3.4.1.2. If testing is not possible at the time of admission, the Contractor shall administer testing within 48 hours from admission for residential services or at the time of the second session for outpatient services.

3.4.1.3. The Contractor shall conduct an HIV/AIDS screening upon an individual's admission to treatment. The Contractor shall ensure the screening includes:

3.4.1.3.1. The provision of information;

3.4.1.3.2. Risk assessment; and

3.4.1.3.3. Intervention and risk reduction education.

3.4.1.4. In cases where oral fluid HIV testing yields a positive result, the Contractor shall:

3.4.1.4.1. Complete and submit appropriate disease reporting forms to the Department within 72 hours of preliminary diagnoses, in accordance with New Hampshire Administrative Rule He-P 301.

3.4.1.4.2. Assist the Department's Infectious Disease Prevention, Investigation and Care Services Section staff connecting with individuals for the purpose of eliciting, identifying and locating information on sexual or needle sharing partners.

3.4.1.4.3. Link individuals to medical care and counseling services.

3.4.1.5. If an individual refuses to be tested for HIV or refuses to share the results with the Contractor, the Contractor shall:

3.4.1.5.1. Confirm the individual is still eligible to receive services funded through this Agreement; and

3.4.1.5.2. Clearly document the refusal in the individual's file.

3.4.1.6. If an individual receives an HIV test from an alternate provider, the Contractor shall:

3.4.1.6.1. Clearly document the date, location and provider of the HIV test; and

3.4.1.6.2. Ensure follow-up services were provided as appropriate.

3.4.1.7. The Contractor shall ensure all State reporting requirements are met while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.

3.4.1.8. The Contractor shall report all individuals with a positive HIV result, as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.

3.4.2. *Tuberculosis*

3.4.2.1. The Contractor shall directly, or through arrangements with other public or non-profit private entities, routinely make the following tuberculosis services available to each individual receiving SUD treatment services:

3.4.2.1.1. Counseling with respect to TB.

3.4.2.1.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.

3.4.2.1.3. Providing for or referring the individuals infected by mycobacteria TB for appropriate medical evaluation and treatment.

3.4.2.2. The Contractor shall refer individuals, who are denied admission to the program on the basis of lack of capacity, to other providers of TB services.

3.4.2.3. The Contractor shall implement infection control procedures consistent with procedures established by the Department to prevent the transmission of TB, which include:

3.4.2.3.1. Screening patients and identifying individuals who are at high risk of becoming infected.

3.4.2.3.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.

3.4.2.3.3. Providing case management to ensure individuals receive services.

3.4.2.4. The Contractor shall report all individuals with active TB, as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.

3.5. Eligibility and Intake

3.5.1. The Contractor shall determine eligibility for services for individuals requesting SUD or recovery support services. The Contractor shall:

3.5.1.1. Assess each individual's income prior to admission using the Web Information Technology System (WITS) fee determination model; and

3.5.1.2. Ensure the individual signs the income assessment upon admission to treatment.

3.5.2. The Contractor shall update income information for all eligible individuals receiving services. The Contractor shall:

3.5.2.1. Ensure updates are completed at a minimum interval of every four (4) weeks;

3.5.2.2. Document each inquiry in the individual's service record using the WITS fee determination model; and

3.5.2.3. Ensure the individual receiving services signs each updated income assessment.

3.5.3. The Contractor shall complete an intake screening for all eligible individuals requesting services. The Contractor shall:

3.5.3.1. Communicate directly with the individual within two (2) business days from the date the individual initially contacts the Contractor for services. The Contractor shall ensure communication includes:

3.5.3.1.1. Face-to-face, in person;

3.5.3.1.2. Face-to-face, virtually and/or electronically; or

3.5.3.1.3. By telephone.

3.5.3.2. Complete an initial intake screening for the individual within two (2) business days from the date of the first direct contact, utilizing the WITS Social Detox Screen or another Department-approved tool, and document the results in

WITS, to determine:

3.5.3.2.1. The probability of eligibility for services under this Agreement; and

3.5.3.2.2. The probability of the individual having a substance use disorder.

3.5.3.3. Ensure all attempts to contact the individual are documented in the individual record or call log.

3.6. Clinical Evaluation

3.6.1. The Contractor shall use clinical evaluations conducted and completed by a NH Licensed or Unlicensed Counselor that include DSM 5 Diagnostic information and a recommendation for a level of care based on the ASAM Criteria published in October 2013 (ASAM Criteria), from a referring agency, conducted and completed less than 30 days prior to the individual's admission to the Contractor's SUD treatment program.

3.6.2. The Contractor shall ensure any changes to ASAM dimensions that occurred after the completion of the accepted evaluation from the referring agency are recorded in the individual's record within three (3) days after admission to residential treatment or three (3) sessions for any outpatient levels of care, whichever is later.

3.6.3. The Contractor shall complete a new clinical evaluation for the individual if:

3.6.3.1. More than 30 days have passed since the referring provider completed the evaluation;

3.6.3.2. The evaluation was conducted and completed by someone other than a NH Licensed or Unlicensed Counselor;

3.6.3.3. The evaluation did not include DSM 5 Diagnostic information and a recommendation for a specific level of care based on the ASAM Criteria; or

3.6.3.4. An individual presents without a completed evaluation.

3.6.4. The Contractor shall assist individuals with accessing an evaluation through their local Doorway, or other appropriate provider, if the Contractor is unable to complete the evaluation prior to admission due to geographic or other barriers.

3.6.5. The Contractor shall ensure the new evaluation is:

3.6.5.1. Completed within three (3) days after admission to residential treatment or three (3) sessions for any outpatient level of care, whichever is later, and

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3.6.5.2. Conducted and completed by a NH Licensed or Unlicensed Counselor; utilizing CONTINUUM or an approved alternative assessment tool, provided by the Department, which includes DSM 5 Diagnostic information and recommendation for a specific level of care based on the ASAM Criteria.

3.6.6. The Contractor shall provide SUD treatment services, to eligible individuals, for the appropriate ASAM level of care, as indicated by the individual's clinical evaluation unless:

3.6.6.1. The individual chooses to receive a service with a lower intensity ASAM level of care; or

3.6.6.2. The service with the indicated ASAM level of care is unavailable at the time the level of care is determined; in which case the individual may choose:

3.6.6.2.1. A service with a lower Intensity ASAM level of care;

3.6.6.2.2. A service with the next available higher intensity ASAM level of care;

3.6.6.2.3. To be placed on the waitlist until their service with the assessed ASAM level of care becomes available; or

3.6.6.2.4. To be referred to another agency in the individual's service area that provides the service with the indicated ASAM level of care.

3.6.7. The Contractor shall ensure, if the clinically appropriate level of care is available and an individual is admitted to a level of care other than what is recommended by the clinical evaluation, the reasoning for the admittance will be clinically justified using ASAM Criteria and be documented in the individual's record prior to admission.

3.7. Waitlists

3.7.1. The Contractor shall maintain a waitlist for all individuals and all SUD treatment services regardless of payor source.

3.7.2. The Contractor shall track the wait time for individuals to receive services from the date of initial contact to the date the individual first received SUD services, other than the evaluation in Subsection 2.11.

3.7.3. The Contractor shall provide monthly reports to the Department detailing:

3.7.3.1. The average wait time for all individuals, by the type of

service and payer source for all services; and

3.7.3.2. The average wait time for priority populations, as listed in Subsection 2.5, by the type of service and payer source for the services.

3.8. Assistance Enrolling in Insurance Programs

3.8.1. The Contractor shall assist individuals who are unable to secure the financial resources necessary for initial entry into the SUD treatment program, and/or their parents or legal guardians, obtain other potential sources for payment, within 14 days after admission, which may include, but is not limited to enrollment in:

3.8.1.1. Public insurance.

3.8.1.2. Private insurance.

3.8.1.3. New Hampshire Medicaid programs.

3.8.2. The Contractor shall document assistance provided with securing financial resources or the individuals' refusal of assistance in the individual's service record.

3.9. Use of Evidence-Based Practices

3.9.1. The Contractor shall ensure all services in this Agreement are provided:

3.9.1.1. Using evidence-based practices; as demonstrated by meeting one of the following criteria:

3.9.1.1.1. The service is included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center.

3.9.1.1.2. The service is published in a peer-reviewed journal and has been found to have positive effects; or

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

3.9.1.2. In accordance with:

3.9.1.2.1. ASAM Criteria;

3.9.1.2.2. Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs); and

3.9.1.2.3. SAMHSA Technical Assistance Publications (TAPs).

3.9.2. The Contractor shall assess all individuals for risk of self-harm at all phases of treatment, including:

3.9.2.1. Initial contact;

3.9.2.2. Screening;

3.9.2.3. Intake;

3.9.2.4. Initial Clinical Evaluation/Assessment;

3.9.2.5. Admission;

3.9.2.6. On-going treatment services; and

3.9.2.7. Discharge.

3.9.3. The Contractor shall assess all individuals for withdrawal risk based on ASAM Criteria standards at all phases of treatment, including:

3.9.3.1. Initial contact;

3.9.3.2. Screening;

3.9.3.3. Intake;

3.9.3.4. Initial Clinical Evaluation/Assessment;

3.9.3.5. Admission; and

3.9.3.6. On-going treatment services.

3.9.4. The Contractor shall stabilize all individuals based on ASAM Criteria guidance. The Contractor shall:

3.9.4.1. Provide stabilization services when an individual's level of risk indicates a service with an ASAM level of care that can be provided in this Agreement and integrate withdrawal management into the individual's treatment plan.

3.9.4.2. Provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely. If the Contractor does not provide the indicated ASAM level of care, the Contractor shall:

3.9.4.2.1. Refer the individual to a facility where the services can be provided when an individual's risk indicates a service with an ASAM level of care that is higher than can be provided under this Contract.

3.9.4.2.2. Coordinate with the withdrawal management services provider to admit the individual to an appropriate service once the individual's

withdrawal risk has reached a level that can be provided under this Contract.

3.10. Treatment Planning

3.10.1. The Contractor shall complete individualized treatment plans for all individuals determined to be eligible for services, based on clinical evaluation data that addresses problems in all ASAM Criteria domains, which justify the individual's admittance to a given level of care, except for Transitional Living, which is not required to address all ASAM domains. The Contractor shall ensure all treatment plans:

3.10.1.1. Are completed within two (2) business days or two (2) sessions from the completion of the clinical evaluation or admission, whichever is later;

3.10.1.2. Include treatment plan goals, objectives, and interventions written in terms that are S.M.A.R.T., which are:

3.10.1.2.1. Specific, clearly defining what shall be done;

3.10.1.2.2. Measurable, including clear criteria for progress and completion;

3.10.1.2.3. Attainable, within the individual's ability to achieve;

3.10.1.2.4. Realistic, the resources are available to the individual;

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

3.10.1.3. Include the individual's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

3.10.2. The Contractor shall update treatment plans at a minimum of intervals as follows:

3.10.2.1. All Level 1 programs: Every six (6) sessions or every six (6) weeks, whichever is earlier.

3.10.2.2. Level 2.1: Every six (6) group sessions or every two (2) weeks, whichever is earlier.

3.10.2.3. Level 2.5, Level 3, Level 3.3, Level 3.5, and Level 3.7: Every seven (7) sessions or every one (1) week, whichever is earlier.

3.10.2.4. Level 3.1 and Transitional Living: Every four (4) weeks, or every four (4) sessions, whichever is earlier.

3.10.3. The Contractor shall update treatment plans, in addition to the recommended intervals above, when:

3.10.3.1. Changes are made in any ASAM domain, except for Transitional Living;

3.10.3.2. Goals have been met and problems have been resolved; or

3.10.3.3. New goals and new problems have been identified.

3.10.4. The Contractor shall ensure treatment plan updates for all levels of care, except Transitional Living include:

3.10.4.1. Justification for continued treatment at the current level of care;

3.10.4.2. Transfer from one level of care to another within the same agency; or

3.10.4.3. Discharge from treatment at the agency.

3.10.5. The Contractor shall ensure justification includes a minimum of one (1) of the three (3) criteria for continuing services when addressing continuing care as:

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

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

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

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

treatment plan.

3.10.6. The Contractor shall track the individual's progress relative to the specific goals, objectives, and interventions in the individual's treatment plan by completing encounter notes in WITS, or an alternative Electronic Health Record (EHR) approved by the Department.

3.11. Coordination of Care

3.11.1. The Contractor shall inform the Regional Public Health Networks (RPHN) of services available in order to align SUD work with other RPHN projects that may be similar or impact the same populations.

3.11.2. The Contractor shall ensure all coordination of care activities are compliant with state and federal laws and rules, including but not limited to 42 CFR Part 2.

3.11.3. The Contractor shall refer individuals to, and coordinate the individual's care with, other providers and document the coordination, or individual's refusal of the coordination, in the individual's service record. The Contractor shall ensure referrals include, but are not limited to:

3.11.3.1. Primary care providers. If the individual does not have a primary care provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider.

3.11.3.2. Behavioral health care providers when serving individuals with co-occurring substance use and mental health disorders. If the individual does not have a behavioral health care provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider.

3.11.3.3. Medication-Assisted Treatment (MAT) providers.

3.11.3.4. Peer recovery support providers. If the individual does not have a peer recovery support provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider.

3.11.4. The Contractor shall coordinate with case management services offered by the individual's managed care organization, third party insurance or other provider, as applicable.

3.11.5. The Contractor shall coordinate individual services with the Department's Doorway contractors including, but not limited to:

3.11.5.1. Ensuring timely admission of individuals to services,

3.11.5.2. Completing initial clinical evaluations as needed.

3.11.5.3. Referring individuals to Doorway services when the Contractor cannot admit an individual for services within 48 hours.

3.11.5.4. Referring individuals to Doorway services at the time of discharge when an individual is in need of Doorway services.

3.11.6. The Contractor shall coordinate with the NH Ryan White CARE Program, for individuals identified as at risk of or with HIV/AIDS.

3.11.7. The Contractor shall coordinate with other social service agencies engaged with the individual, as applicable, which may include but are not limited to:

3.11.7.1. NH Division for Children, Youth and Families (DCYF).

3.11.7.2. Probation and parole.

3.11.7.3. Doorways.

3.11.8. The Contractor shall clearly document in the individual's service record when the individual refuses any referrals or care coordination.

3.11.9. The Contractor shall not prohibit individuals from receiving services under this Agreement when an individual does not consent to information sharing.

3.11.10. The Contractor shall notify individuals who consent to information sharing that they have the ability to rescind the consent at any time without any impact on services provided under the awarded contract.

3.11.11. The Contractor shall coordinate with local recovery community organizations, where available, to bring peer recovery support providers into the treatment setting, to meet with individuals to describe available services and to engage individuals in peer recovery support services as applicable.

3.11.12. The Contractor shall complete a Transfer Plan on the day of transfer when an individual is transferring from one level of care to another *within the same agency*, during the same episode of care for all services. The Contractor shall ensure the Transfer Plan:

3.11.12.1. Addresses all ASAM Dimensions;

3.11.12.2. Includes at least one of the four (4) ASAM Criteria for transfer, including how the individual meets that criteria; and

3.11.12.3. Includes the transfer plan and recommendations, with specific information regarding further treatment at the

agency.

3.12. The Contractor shall discharge an individual from WITS by closing the Episode in WITS when the individual is discharged from treatment at the agency, even if they are expected to return at a future date, for example, after completing treatment at a different agency. The time frames for discharge are as follows:

3.12.1. Individuals receiving outpatient services (individual outpatient (OP), intensive outpatient (IOP), partial hospitalization program (PHP)), who have not received services in the past 30 days must be discharged by day 30. Upon the individual's return to treatment a new episode of care must be started, and all standard admission steps must be taken.

3.12.2. Individuals receiving residential services, including but not limited to low intensity and high intensity, who have not received services in the past 48 hours must be discharged. The Contractor shall ensure discharge is completed within seven (7) days of the last day of service. Upon the individual's return to treatment a new episode of care must be started, and all standard admission steps must be taken.

3.13. The Contractor shall identify the reason for transfer or discharge in the Program Enrollment section of WITS for each individual at the time of transfer or discharge from the program.

3.14. The Contractor shall complete a Discharge Summary when an individual is being discharged from treatment at the contracted agency for all services within this Agreement. The Contractor shall ensure the Discharge Summary:

3.14.1. Addresses all ASAM (2013) domains, including the process of transfer planning at the time of the individual's intake to the program, except for Transitional Living;

3.14.2. Is in accordance with Exhibit B-1, Operational Requirements;

3.14.3. Includes the reason for admission, course of treatment, discharge assessment, strengths and liabilities, and discharge plan and recommendations, with specific information regarding referrals or further treatment; and

3.14.4. Includes at least one of the following four (4) ASAM Criteria for discharge, and how individual meets the requirement, except for Transitional Living:

3.14.4.1. Transfer/Discharge Criteria A: The patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

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

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

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

3.15. Individual and Group Education

3.15.1. The Contractor shall offer all individuals receiving services under this Agreement individual or group education on prevention, treatment, and nature of:

3.15.1.1. Substance use disorders.

3.15.1.2. Relapse prevention.

3.15.1.3. Hepatitis C Virus (HCV).

3.15.1.4. Human Immunodeficiency Virus (HIV).

3.15.1.5. Sexually Transmitted Diseases (STDs).

3.15.1.6. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;

3.15.1.7. Individual and/or group counseling for individuals of childbearing age, regardless of gender, on the effects of alcohol and other drug use on a fetus.

3.15.1.8. The relationship between tobacco use and substance use and other mental health disorders, if the individual uses nicotine.

3.15.2. The Contractor shall ensure that all individuals are screened at intake and discharge for tobacco use, treatment needs and referral to the NH QuitLine, as part of treatment planning.

3.15.3. The Contractor shall maintain an outline of each educational session provided.

3.16. Tobacco-Free Environment

3.16.1. The Contractor shall ensure a tobacco-free environment by having policies and procedures that apply to all staff, individuals receiving services, and visitors that include but are not limited to:

3.16.1.1. Smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices.

3.16.1.2. Prohibiting the use of tobacco products within the Contractor's facilities at any time.

3.16.1.3. Prohibiting the use of tobacco in any Contractor-owned vehicle.

3.16.1.4. Whether the use of tobacco products is prohibited outside of the facility on the grounds. If use of tobacco products is allowed outside of, but on the grounds of, the facility, the Contractor shall ensure:

3.16.1.4.1. Designated smoking area(s) are located a minimum of 20 feet from the main entrance;

3.16.1.4.2. All materials used for smoking in the designated area, including cigarette butts and matches, are extinguished and disposed of in appropriate containers;

3.16.1.4.3. Periodic cleanup of the designated smoking area is scheduled and completed as scheduled and/or needed; and

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

3.16.1.5. Prohibiting tobacco use in personal vehicles when transporting individuals on authorized business.

3.16.2. The Contractor shall ensure the Tobacco-Free Environment policy is included in employee, individual, and visitor orientations and posted in the Contractor's facilities and vehicles.

3.16.3. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging individuals from services being provided under this Contract.

3.17. State Opioid Response (SOR) Grant Standards

3.17.1. The Contractor shall establish formal information sharing and referral

agreements with the Doorways in compliance with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.

3.17.2. The Contractor shall ensure all referrals of individuals to the Doorways are:

3.17.2.1. Completed and documented in the individual's file;

3.17.2.2. Available to the Department as requested and as needed for payment of invoices for services provided through SOR-funded initiatives.

3.17.3. The Contractor shall ensure individuals receiving services rendered from SOR funds have a documented history or current diagnoses of Opioid Use Disorder (OUD) or Stimulant Use Disorders.

3.17.4. The Contractor shall coordinate ongoing care for individuals with documented history or current diagnoses of OUD or Stimulant Use Disorder, receiving services rendered from SOR funds, with the Doorways in accordance with 42 CFR Part 2.

3.17.5. The Contractor shall ensure that SOR grant funds are not used to purchase, prescribe, or provide marijuana or for providing treatment using marijuana. The Contractor shall ensure:

3.17.5.1. Treatment in this context includes the treatment of opioid use disorder (OUD).

3.17.5.2. Grant funds are not provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental health disorders.

3.17.5.3. This marijuana restriction applies to all subcontracts and memorandums of understanding (MOU) that receive SOR funding.

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

3.17.6.1. Methadone; and

3.17.6.2. Buprenorphine products including:

3.17.6.2.1. Single-entity buprenorphine products;

3.17.6.2.2. Buprenorphine/naloxone tablets;

3.17.6.2.3. Buprenorphine/naloxone films; and

3.17.6.2.4. Buprenorphine/naloxone buccal preparations.

3.17.7. The Contractor shall provide medical withdrawal management services supported by SOR funds only when the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

3.17.8. The Contractor shall provide a Fentanyl test strip utilization plan to the Department for approval prior to implementation. The Contractor shall ensure the utilization plan includes:

3.17.8.1. Internal policies for the distribution of Fentanyl strips;

3.17.8.2. Distribution methods and frequency; and

3.17.8.3. Other key data as requested by the Department.

3.17.9. The Contractor shall ensure individuals receiving financial aid for recovery housing utilizing SOR funds are in a recovery housing facility that aligns with the National Alliance for Recovery Residences standards and is registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with New Hampshire Administrative Rules, He-A 305, Voluntary Registry for Recovery Houses.

3.17.10. The Contractor shall accept individuals on MAT and facilitate access to MAT on-site or through referrals for all individuals supported with SOR funds, as clinically appropriate.

3.17.11. The Contractor shall ensure individuals who refuse to consent to information sharing with the Doorways do not receive services utilizing SOR funding.

3.17.12. The Contractor shall ensure individuals who rescind consent to information sharing with the Doorway do not receive any additional services utilizing SOR funding.

4. Web Information Technology System

4.1. The Contractor shall use the Web Information Technology System (WITS) to record contact with individuals within three (3) days following the activity, unless otherwise stated in the WITS guidance document(s). The Contractor shall utilize WITS to record all BDAS individual activities, including, but not limited to:

4.1.1. Determining individual eligibility.

4.1.2. Reporting all data that is used to calculate and analyze National Outcome Measures.

4.1.3. Billing the Department for services performed under the resulting contract including all data required by the Department to authorize payment.

4.1.4. Providing other information as required by the Department.

4.2. The Contractor shall provide the individual with the WITS Information Acknowledgement and obtain the individual's signature on that format the time of admission to treatment, prior to providing services.

4.3. The Contractor shall ensure information for individuals refusing to sign the WITS Information Acknowledgement is not entered into the WITS system and the Contractor shall contact the Department to establish alternative reporting and billing procedures.

4.4. The Contactor shall ensure services are provided to individuals who refuse to sign the WITS Information Acknowledgement, despite not being able to enter that individual into the WITS system. The Contractor shall:

4.4.1. Establish a policy to document individual activity elsewhere;

4.4.2. Obtain Department approval of the established policy;

4.4.3. Notify the Department of each individual's refusal; and

4.4.4. Ensure the Department has access to records as requested.

4.5. The Contractor shall ensure the WITS system is only used for individuals who are in a program that is funded by or under the oversight of the Department. The Contractor may use WITS to enter information for non-BDAS individuals if the following conditions apply:

4.5.1. The Department has approved the Contractors' use of WITS for this purpose;

4.5.2. The Contractor utilized WITS prior to September of 2019; and

4.5.3. The Contractor does not have an alternative electronic health record available for use.

4.6. The Contractor shall cease utilizing WITS if an individual obtains funding from another source while in treatment, unless otherwise approved by the Department. Individuals who are in a program that is funded by or under the oversight of the Department include:

4.6.1. Individuals receiving BDAS-funded SUD treatment services,

4.6.2. Individuals receiving services from Impaired Driver Care Management Programs (IDCMP); and

4.6.3. Individuals receiving services from Impaired Driver Service Providers (IDSP), regardless of funding source.

4.7. The Contractor may use their own electronic health record (EHR), in addition to WITS, to record and track other data not collected in WITS, upon approval by the Department and only if the Department has access to the EHR.

4.8. The Contractor shall record that an individual has been discharged when the

individual has completed a treatment episode in WITS.

4.9. The Contractor shall follow all the instructions and requirements in the most current WITS User Guide, as provided by the Department.

4.10. The Contractor shall agree to and follow the Information Security Requirements in Exhibit K.

5. Telehealth

5.1. The Contractor may deliver outpatient services via telehealth through secure telecommunication technology, when clinically appropriate and within the Contractor's scopes of practice, as documented in the individual's treatment plan. The Contractor acknowledges and agrees that:

5.1.1. Telehealth services may be rendered from a remote site, other than the Contractor's facility.

5.1.2. Confidentiality and privacy protections apply to all telehealth services, under the same laws that protect the confidentiality of in-person services

5.1.3. The use of public facing applications such as Facebook Live, Twitch, TikTok, or other similar video communication applications is prohibited.

5.2. The Contractor shall ensure telehealth complies with all security and privacy components identified in Exhibit K, DHHS Information Security Requirements. The Contractor shall ensure:

5.2.1. Individual's informed consent to using the telecommunication technology is received and kept on file.

5.2.2. A provider is present with the individual(s) during the use of telecommunication technology.

5.2.3. Only authorized users have access to any electronic PHI (ePHI) that is shared or available through the telecommunication technology.

5.2.4. Secure end-to-end communication of data is implemented, including all communication of ePHI remaining in the United States.

5.2.5. A system of monitoring the communications containing ePHI is implemented to prevent accidental or malicious breaches.

5.3. The Contractor shall adhere to all relevant state and federal regulations regarding telehealth not identified in the contract, including regulations regarding face-to-face services.

6. Staffing

6.1. The Contractor shall meet the minimum staffing requirements, or request an exemption to the requirements, to provide the scope of work in this Agreement.

Staffing levels must include the following:

6.1.1. A minimum of one (1) New Hampshire Licensed Clinical Supervisor.

6.1.2. Staffing ratios for the following:

6.1.2.1. Individual Counseling: The ratio of individuals to NH Licensed and Unlicensed Counselors who provide counseling to individuals on an individual basis in any ASAM level of care should be based on the following:

6.1.2.1.1. Clinician's ability to provide appropriate, effective, and evidence-based treatment to individuals within the setting;

6.1.2.1.2. Type of treatment provided;

6.1.2.1.3. Composition of the individual population; and

6.1.2.1.4. Availability of auxiliary services.

6.1.2.2. SUD Treatment Groups: No more than 12 individuals with one NH Licensed Counselor or Unlicensed Counselor present or no more than 16 individuals when that Counselor is joined by a second Licensed Counselor, Unlicensed Counselor, CRSW or Uncertified Recovery Support Worker.

6.1.2.3. Recovery Support Groups: No more than eight (8) individuals with one (1) NH CRSW present or no more than 12 individuals when that CRSW is joined by a second CRSW, or Uncertified CRSW, Licensed or Unlicensed Counselor.

6.1.2.4. Milieu/Line Staff: Ratios must be based upon the needs of the individuals, and the staff's ability to ensure individual health, safety and well-being. The Contractor shall ensure a minimum of one (1) floating Milieu/Line staff member able to move between common areas to observe individuals is present at all times, when the space is occupied by individuals. The following Milieu/Line staff to individual ratio is required for all residential facilities. Temporary staffing shortages are allowable, but not encouraged, while the Contractor actively seeks to fill any open staff positions. Any temporary staffing shortages must be reported to BDAS in the Quarterly Reports, and Contractor must be actively working to recruit new staff:

6.1.2.4.1. 3.5 Level of Care, or 3.5 Co-occurring Capable Level of Care:

6.1.2.4.1.1. A maximum of five (5) individuals to 1 (one) Milieu/Line Staff Member present with individuals, during awake hours, when individuals are not participating in a group or individual session; and

6.1.2.4.1.2. A maximum of 10 individuals to one (1) awake Milieu/Line Staff during overnight hours.

6.1.2.4.2. 3.5 Co-occurring Enhanced Level of Care, or 3.7 Level of Care:

6.1.2.4.2.1. A maximum of five (5) individuals to one (1) Milieu/Line Staff Member present with individuals during awake hours, when individuals are not participating in a group or individual session; and

6.1.2.4.2.2. A maximum of 10 individuals to one (1) awake Milieu/Line during overnight hours.

6.1.2.4.3. 3.1 Level of Care:

6.1.2.4.3.1. A maximum of eight (8) individuals to one (1) Milieu/Line staff member present with individuals during awake hours, when individuals are not participating in a group or individual session; and

6.1.2.4.3.2. A maximum 14 individuals to one (1) awake Milieu/Line staff during overnight hours.

6.2. The Contractor shall notify the Department, in writing, of changes in key personnel, of whom a minimum of 10% of their work time is devoted to providing SUD treatment and/or recovery support services, and provide, within five (5) working days, updated resumes that clearly indicate the staff member is employed by the Contractor.

6.3. The Contractor shall notify the Department in writing within one (1) month of hire when a new administrator, coordinator, or any staff person essential to delivering this scope of services is hired to work in the program(s). The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the new hire

notification.

6.4. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one (1) month.

6.5. The Contractor shall have policies and procedures related to student interns that address minimum coursework, experience and core competencies for interns having direct contact with individuals served by this Agreement.

6.6. The Contractor shall ensure student interns complete training on the following topics, as approved by the Department, prior to beginning their internship:

6.6.1. Ethics;

6.6.2. 12 Core Functions;

6.6.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and

6.6.4. Information security and confidentially practices for handling PHI and substance use disorder treatment records as safeguarded by 42 CFR Part 2.

6.7. The Contractor shall ensure attendance of all required training for interns is documented in the interns' records and shall provide a list of which includes the intern's name and dates and topics of training, to the Department, as requested.

6.8. The Contractor shall ensure the health, safety, and well-being of all individuals in areas where individuals congregate, including, but not limited to:

6.8.1. Common areas.

6.8.2. Group rooms.

6.8.3. Classrooms.

6.9. The Contractor shall ensure written policies are available for Department review, as requested, for all required positions. The Contractor may request an exemption of staffing requirements if the requirements are inappropriate for services provided.

6.10. The Contractor shall provide both clinical and safety justifications to request exemption for any of the staffing requirements believed inappropriate for proposed services and/or if the facility does not meet the staffing requirements to the Department for approval.

6.11. The Contractor shall ensure no Licensed Clinical Supervisor shall supervise more than 12 staff unless the Department has approved an alternative supervision plan.

6.12. The Contractor shall provide ongoing clinical supervision that occurs at regular

intervals, and is documented in all staff members' records and evidence-based practices. Clinical supervision, shall include, at a minimum:

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

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

6.13. The Contractor shall provide training to all staff providing SUD services under this Agreement on the following topics. Training attendance must be documented in all staff members' records:

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

6.13.2. The 12 core functions;

6.13.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and

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

6.14. The Contractor shall ensure all Unlicensed Staff complete training on the following topics, as approved by the Department, within six (6) months of hire:

6.14.1. Ethics;

6.14.2. 12 Core Functions;

6.14.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and

6.14.4. Information security and confidentially practices for handling PHI and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within six (6) months of hire.

6.15. The Contractor shall provide in-service training to all staff involved in individual care within 15 days of the contract effective date or the staff person's employment start date, if the staff member started work after the contract effective date and annually thereafter. The Contractor shall ensure in-service training topics are as follows:

6.15.1. Contract requirements;

6.15.2. Policies and procedures provided by the Department;

6.15.3. Hepatitis C (HCV);

6.15.4. Human immunodeficiency virus (HIV);

6.15.5. Tuberculosis (TB); and

6.15.6. Sexually transmitted diseases (STDs).

6.16. The Contractor shall ensure all staff receive annual continuing education on the following topics:

6.16.1. Advancements in the science and evidence-based practices of the SUD field; and

6.16.2. State and federal laws and rules relating to confidentiality.

6.17. The Contractor shall ensure staff attendance of all required training is documented in the staff members' records and shall provide a list of trained staff which includes dates and topics of training, to the Department, as requested.

7. Audit Requirements

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

7.1.1. 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.

7.1.2. 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.

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

7.2. If Condition A exists, the Contractor must 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.

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

7.4. 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.

7.5. 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 must 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.

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

7.7. The Contractor must ensure the corrective action plan uses SMART goals and objectives, and includes:

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

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

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

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

7.7.5. How and when the Contractor shall report to the Department on progress on implementation and effectiveness

8. Exhibits Incorporated

8.1. 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.

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

8.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

9. Reporting Requirements

9.1. The Contractor shall report individual demographic data in WITS for all BDAS funded individuals as specified in the current WITS User Guide.

9.2. The Contractor shall report individual National Outcome Measures (NOMS) data in WITS for:

9.2.1. 100% of all individuals at admission.

9.2.2. 100% of all individuals who are discharged.

9.3. The Contractor shall report all data *necessary* for *calculation* of the following performance measures in WITS and as specified in the WITS User Guide:

9.3.1. Initiation: Percentage of individuals accessing services within 14 days of screening;

9.3.2. Engagement: Percentage of individuals receiving three (3) or more eligible services within 34 days of screening;

9.3.3. Retention: Percentage of individuals receiving six (6) or more eligible services within 60 days of screening;

9.3.4. Treatment completion: Percentage of individuals completing treatment; and

9.3.5. National Outcome Measures (NOMS):

9.3.5.1. Reduction in/no change in the frequency of both alcohol and other drug substance use at discharge compared date of first service.

9.3.5.2. Increase in/no change in number of individuals employed or in school on the date of last service compared to first service.

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

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

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

9.4. The Contractor shall report all other data, as specified in the WITS User Guide, to support the Department's analysis and reporting on demographics, performance, services and other factors as determined by the Department and in a format specified by the Department.

9.5. The Contractor shall complete monthly contract compliance reporting no later than the 10th day of the month following the reporting month in a format determined and as requested by the Department.

9.6. The Contractor shall submit quarterly contract compliance reporting no later than the 10th day of following month in a format determined and as requested by the Department.

9.7. The Contractor shall report all critical incidents to the Department in writing as

soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

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

9.7.1.1. Abuse;

9.7.1.2. Neglect;

9.7.1.3. Exploitation;

9.7.1.4. Rights violation;

9.7.1.5. Missing person;

9.7.1.6. Medical emergency;

9.7.1.7. Restraint; or

9.7.1.8. Medical error.

9.8. The Contractor shall submit additional information regarding critical incidents to the Department as requested and required.

9.9. The Contractor shall report critical incidents to other agencies as required by law.

9.10. The Contractor shall notify the Department in writing of all contact with law enforcement as soon as possible and no more than 24 hours following the incident.

9.11. The Contractor shall notify the Department in writing of all media contacts as soon as possible and no more than 24 hours following the incident.

9.12. The Contractor shall report in accordance with the Department's Sentinel Even Reporting guidance.

9.13. The Contractor shall refer to the current WITS User Guide for guidance on NOMS and other data reporting requirements.

10. Performance Measures

10.1. Contract performance shall be measured to evaluate service quality and efficacy in mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses. The following performance measures will be used by the Department to evaluate selected vendor performance:

10.1.1. Initiation: Percentage of individuals accessing services within 14 days of screening;

10.1.2. Engagement: Percentage of individuals receiving three (3) or more eligible services within 34 days of screening;

10.1.3. Retention: Percentage of individuals receiving six (6) or more eligible services within 60 days of screening;

10.1.4. Treatment completion: Percentage of individuals completing treatment; and

10.1.5. National Outcome Measures (NOMS): The percentage of individuals out of all individuals discharged improved in at least three (3) out of five (5) of the following NOMS outcome criteria:

10.1.5.1. Reduction in/no change in the frequency of both alcohol and other drug substance use at discharge compared to the period of 7 days before and the date of first service during an episode of care (or previous episode of care for individuals referred for services from a different BDAS contracted SUD treatment provider).

10.1.5.2. Increase in/no change in number of individuals employed or in school on the date of last service compared to first service.

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

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

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

10.2. The Contractor shall meet or exceed baseline performance requirements as determined by the Department.

10.2.1. The Department will actively and regularly collaborate with the Contractor to develop a performance improvement structure that will enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

10.2.2. The Department may identify expectations for active and regular collaboration, including key performance measures, in this Agreement. Where applicable, the Contractor must collect and share data with the Department, as requested and in a format specified by the Department.

10.3. The Contractor shall participate in all quality improvement activities to ensure the standard of care for individuals, as directed and requested by the Department, including, but not limited to:

10.3.1. Electronic and in-person individual record reviews.

10.3.2. Site visits.

10.3.3. Training and technical assistance activities.

10.4. The Contractor shall monitor and manage the utilization of levels of care and service array to ensure services are offered through the term of the contract to maintain a consistent service capacity for SUD treatment and recovery support services statewide by monitoring the capacity such as staffing and other resources to consistently and evenly deliver these services.

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

10.6. The Contractor shall participate in quarterly meetings with the Department to ensure compliance with the contractual requirements.

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

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

11. Additional Terms

11.1. Impacts Resulting from Court Orders or Legislative Changes

11.1.1. 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 so as to achieve compliance therewith.

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

11.2.1. The Contractor shall submit, within ten (10) days of the Agreement 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.

11.3. Credits and Copyright Ownership

11.3.1. If the Contractor wishes to publicly reference or market their use of American Society of Addiction Medicine (ASAM) criteria, or utilize language related to American Society of Addiction Medicine levels of care in promotion or marketing of their services, the Contractor must

agree to sign and have in effect, the End User License Agreement with the State of New Hampshire prior to publicly referencing or marketing their services as such. The Contractor shall comply with the terms of Appendix F, End User License Agreement, or the Contractor shall not be permitted to publicly reference or market their use of anything related to ASAM.

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

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

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

11.3.4.1. Brochures.

11.3.4.2. Resource directories.

11.3.4.3. Protocols or guidelines.

11.3.4.4. Posters.

11.3.4.5. Reports.

11.3.5. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

11.4. Operation of Facilities: Compliance with Laws and Regulations

11.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees

that, during the term of this Agreement 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.

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

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

11.4.4. The Contractor shall ensure facilities where services are provided meet all the applicable laws, rules, policies, and standards.

11.4.5. The Contractor shall submit a transition plan for Department approval no later than 30 days from the contract effective date of the resulting contract that specifies actions to be taken in the event that the selected vendor can no longer provide services. The selected Contractor shall ensure the transition plan includes, but is not limited to:

11.4.5.1. An action plan that ensures the seamless transition of individuals to alternative providers with no gap in services;

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

11.4.5.3. Individual notification processes and procedures for transitioning records.

11.4.6. The Contractor shall comply with applicable federal and state laws, rules and regulations, applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.

11.4.7. The Contractor shall comply with all information security and privacy requirements as set by the Department.

11.5. Eligibility Determinations

11.5.1. If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

11.5.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

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

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

11.6. Records

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

11.6.1.1. 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.

11.6.1.2. 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.

11.6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.

11.6.1.4. Medical records on each individual who receives services.

11.6.2. During the term of this Agreement 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 Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) 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 Operational Requirements

1. Requirements for Organizational or Program Changes.

1.1. The Contractor shall provide written notification to the no later than 30 days prior to changes in:

1.1.1. Ownership;

1.1.2. Physical location; or

1.1.3. Name.

1.2. The Contractor shall submit a copy of the certificate of amendment from the New Hampshire Secretary of State with the effective date of the change to the Department, when there is a change in the name of the ownership, physical location, or name of the organization,

2. Inspections and Administrative Remedies

2.1. The Contractor shall allow any Department representative at any time to be admitted on the premises to inspect:

2.1.1. The facility;

2.1.2. All programs and services provided through this Agreement; and

2.1.3. Any records required by the Agreement.

2.2. The Contractor shall be issued a notice of deficiencies when the Department determines that the Contractor is in violation of any contract requirements. The Contractor shall receive written notice from the Department, as applicable which:

2.2.1. Identifies each deficiency;

2.2.2. Identifies the specific proposed remedy(ies); and

2.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 541-A and NH Administrative Rule He-C 200.

2.3. The Contractor shall receive administrative remedies from the Department for violations of contract requirements, which may include, but is not limited to:

2.3.1. The requirement to submit a plan of correction (POC).

2.3.2. The imposition of a POC by the Department.

2.3.3. Contract suspension.

2.3.4. Contract Revocation.

3. Plans of Corrective Action

3.1. The Contractor shall submit a written POC to the Department within 21 days of receiving a notice of deficiencies, for review and acceptance. The Contractor shall ensure the POC includes, but is not limited to:

3.1.1. Steps to be taken to correct each deficiency.

3.1.2. Measures that will be put in place.

3.1.3. System changes to be made to ensure that the deficiency does not recur.

3.1.4. The date by which each deficiency will be corrected, ensuring the correction occurs no later than 90 days from the date the POC is submitted to the Department.

3.2. The Contractor shall ensure each POC:

3.2.1. Achieves compliance with contract requirements;

3.2.2. Addresses all deficiencies and deficient practices as cited in the notice of deficiencies; and

3.2.3. Mitigates the likelihood of a new violation of contract requirements as a result of implementation of the POC.

3.3. The Department shall notify the Contractor of the reasons for rejection of the POC, if the POC is not accepted. The Contractor shall:

3.3.1. Develop and submit a revised POC within 21 days of the date of the written notification of POC rejections.

3.3.2. Ensure the revised POC complies with POC standards identified above.

3.4. The Contractor shall be subject to a directed POC from the Department that specifies the corrective actions to be taken when:

3.4.1. Deficiencies were identified during an inspection that require immediate corrective action to protect the health and safety of the individuals receiving services or staff providing services.

3.4.2. The original POC is not submitted within 21 days of the date of the written notification of deficiencies;

3.4.3. The revised POC is rejected by the Department; or

3.4.4. The POC is not implemented by the completion date identified in the Department-accepted POC.

3.5. The Contractor shall admit and allow the Department access to the premises and records related to the Department-accepted POC, after the completion date identified in the POC, in order to verify the implementation of the POC, which may include, but is not limited to:

3.5.1. Review of materials submitted by the Contractor;

3.5.2. Follow-up inspection; or

3.5.3. Review of compliance during the next scheduled inspection.

4. **Duties and Responsibilities**

4.1. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to individuals on an ongoing basis.

4.2. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.

4.3. The Contractor shall employ an administrator responsible for the day-to-day operations of services provided in this Agreement. The Contractor shall:

4.3.1. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and

4.3.2. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor, the staff position(s) to be delegated, and the authority and responsibility to act in the administrator's behalf when the administrator is absent.

4.4. The Contractor shall ensure the following documents are posted in a public area:

4.4.1. A copy of the Contractor's policies and procedures relative to the implementation of rights and responsibilities for individuals receiving services, including confidentiality per 42 CFR Part 2; and

4.4.2. The Contractor's plan for fire safety, evacuation, and emergencies, identifying the location of, and access to all fire exits.

4.5. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the Department.

4.6. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the Department, and all court orders.

4.7. The Contractor shall follow the required procedures for the care of the individuals, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007 for residential programs, if the Contractor accepts an individual who is known to have a disease reportable under NH Administrative Rule He-P 301, or an infectious disease.

4.8. The Contractor shall comply with state and federal regulations on confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12.

4.9. The Contractor shall develop policies and procedures regarding the release of information contained in individual service records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.

4.10. The Contractor shall ensure all records relating to services provided through this Agreement are legible, current, accurate, and available to the Department during an inspection or investigation.

4.11. The Contractor shall ensure service site(s) are accessible to individuals with a disability, using Americans with Disabilities Act (ADA) accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq. The Contractor shall ensure service sites include:

4.11.1. A reception area separate from living and treatment areas;

4.11.2. A private space for personal consultation, charting, treatment and social activities, as applicable;

4.11.3. Secure storage of active and closed confidential individual records; and

4.11.4. Separate and secure storage of toxic substances.

4.12. The Contractor shall establish a code of ethics for staff that includes a mechanism for reporting unethical conduct.

4.13. The Contractor shall develop, implement, and maintain specific policies, including:

4.13.1. Rights, grievance, and appeals policies and procedures for individuals receiving services;

4.13.2. Progressive discipline, leading to administrative discharge;

4.13.3. Reporting and appealing staff grievances;

4.13.4. Alcohol and other drug use while in treatment;

4.13.5. Individual and employee smoking that are in compliance with Exhibit B, Section 3.16;

4.13.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;

4.13.7. Holding an individual's possessions;

4.13.8. Secure storage of staff medications;

4.13.9. Medication belonging to individuals receiving services;

4.13.10. Urine specimen collection, as applicable, that:

4.13.10.1. Ensures collection is conducted in a manner that preserves individual privacy as much as possible; and

4.13.10.2. Minimizes falsification;

4.13.11. Safety and emergency procedures on:

4.13.11.1. Medical emergencies;

4.13.11.2. Infection control and universal precautions, including the use of protective clothing and devices;

4.13.11.3. Reporting injuries;

4.13.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures; and

4.13.11.5. Emergency closings,;

4.13.12. The Contractor shall develop, implement and maintain procedures for:

4.13.12.1. Protection of individual records that govern use of records, storage, removal, conditions for release of information, and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and

4.13.12.2. Quality assurance and improvement.

5. Collection of Fees.

5.1. The Contractor shall maintain procedures regarding collections from individual fees, private or public insurance, and other payers responsible for the individual's finances; and

5.2. The Contractor shall provide the individual, and the individual's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge at the time of screening and admission,

6. Screening and Denial of Services

6.1. The Contractor shall maintain a record of all individual screenings, including:

6.1.1. The individual's name and/or unique identifier;

6.1.2. The individual's referral source;

6.1.3. The date of initial contact from the individual or referring agency;

6.1.4. The date of screening; and

6.1.5. The result of the screening, including the reason for denial of services if applicable;

6.2. The Contractor shall record all referrals to and coordination with the Doorway and interim services, or the reason that the referral was not made, for any individual who is placed on a waitlist. The Contractor shall:

6.2.1. Record all contact with the individual between screening and removal from the waitlist; and

6.2.2. Record the date the individual was removed from the waitlist and the reason for removal.

6.3. In the instance an individual requesting services is denied service(s), the Contractor shall:

6.3.1. Inform the individual of the reason for denial of service(s); and

6.3.2. Assist the individual in identifying and accessing appropriate available treatment.

6.4. The Contractor shall not deny services to an individual solely because the individual:

6.4.1. Previously left treatment against the advice of staff;

6.4.2. Relapsed from an earlier treatment;

6.4.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or

6.4.4. Has been diagnosed with a mental health disorder.

6.5. The Contractor shall report on denial of services to individuals at the request of the Department.

7. **Staffing Requirements**

7.1. The Contractor shall develop a current job descriptions for all staff, including contracted staff, volunteers, and student interns, which includes:

7.1.1. Job title;

7.1.2. Physical requirements of the position;

7.1.3. Education and experience requirements of the position;

7.1.4. Duties of the position;

7.1.5. Positions supervised; and

7.1.6. Title of immediate supervisor.

7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which includes, but is not limited to:

7.2.1. Requiring a prospective employees to sign a releases to allow the Contractor to conduct a criminal record check;

7.2.2. Requiring the administrator or designee to obtain and review criminal record checks from the New Hampshire Department of Safety for each prospective employee;

7.2.3. Ensuring criminal record check standards are reviewed to ensure the health, safety, or well-being of individuals, beyond which shall be reason for non-selection for employment, including the following:

7.2.3.1. Felony convictions in this or any other state;

7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and

7.2.3.3. Findings by the Department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and

7.2.4. Waiver of 7.2.3 above for good cause shown.

7.3. The Contractor shall ensure all staff, which includes contracted staff, meet the educational, experiential, and physical qualifications of the position as listed in their job description. The Contractor shall ensure staff:

7.3.1. Do not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;

7.3.2. Are licensed, registered or certified as required by state statute and as applicable;

7.3.3. Receive an orientation within the first three (3) days of work or prior to direct contact with individuals, which includes:

7.3.3.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;

7.3.3.2. The Contractor's policies on the rights, responsibilities, and complaint procedures for individuals receiving services;

7.3.3.3. Federal and state confidentiality requirements;

7.3.3.4. Grievance procedures;

7.3.3.5. Job duties, responsibilities, policies, procedures, and guidelines;

7.3.3.6. Topics covered by both the administrative and personnel manuals;

7.3.3.7. The Contractor's infection prevention program;

7.3.3.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of staff in an emergency; and

7.3.3.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and

7.3.4. Sign and date documentation that they have taken part in an orientation as described above;

7.3.5. Complete a mandatory annual in-service education, which includes a review of all elements described above.

7.4. The Contractor shall ensure, prior to having contact with individuals receiving services, that employees and contracted employees:

7.4.1. Submit proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:

7.4.1.1. The name of the examinee;

7.4.1.2. The date of the examination;

7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;

7.4.1.4. Results of a 2-step TB test, Mantoux method or other method approved by the Centers for Disease Control; and

7.4.1.5. The dated signature of the licensed health practitioner.

7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and

7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person either has a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium TB through shared air space with persons with infectious TB.

7.5. The Contractor shall ensure employees, contracted employees, volunteers and independent Contractors who have direct contact with individuals who have a history of TB or a positive skin test have a symptomatology screen of a TB test.

7.6. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student intern, volunteer, and contracted staff, which includes, but is not limited to:

7.6.1. A completed application for employment or a resume.

7.6.2. Identification data.

7.6.3. The education and work experience of the employee.

7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:

7.6.4.1. Position title;

7.6.4.2. Qualifications and experience; and

7.6.4.3. Duties required by the position.

7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable.

7.6.6. A signed and dated record of orientation as required above.

7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable.

7.6.8. Records of screening for communicable diseases results required above.

7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary.

7.6.10. Documentation of annual in-service education as required above that includes date of completion and signature of staff.

7.6.11. Information as to the general content and length of all continuing education or educational programs attended;

7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the individual's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy;

7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that the individual:

7.6.13.1. Does not have a felony conviction in this or any other state;

7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect, or exploitation or pose a threat to the health, safety or well-being of an individual; and

7.6.13.3. Has not had a finding by the Department or any administrative agency in NH or any other state for assault, fraud, abuse, neglect or exploitation of any person; and

7.6.14. Documentation of the criminal records check and any waivers, as applicable.

7.7. An individual need not re-disclose any of the matters in the criminal background check if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.

8. **Clinical Supervision of Unlicensed Counselors**

8.1. The Contractor shall ensure all unlicensed counselors providing treatment, education and/or recovery support services; and all uncertified CRSWs, are under the direct supervision of a licensed supervisor.

8.2. The Contractor shall ensure no licensed supervisor supervises more than 12 unlicensed staff, unless the Department has approved an alternative supervision plan.

8.3. The Contractor shall ensure unlicensed counselors receive a minimum of one (1) hour of supervision for every 20 hours of direct contact with individuals receiving services;

8.4. The Contractor ensures supervision is provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;

8.5. The Contractor shall ensure supervision includes:

8.5.1. Review of case records;

8.5.2. Observation of interactions with individuals receiving services;

8.5.3. Skill development; and

8.5.4. Review of case management activities;

8.6. The Contractor shall ensure supervisors maintain a log of the supervision date, duration, content and who was supervised by whom; and

8.7. The Contractor shall ensure staff licensed or certified shall receive supervision in accordance with the requirement of their licensure.

9. Orientation for Individuals Receiving Services

9.1. The Contractor shall conduct an orientation for individuals receiving services upon admission to program, either individually or by group, that includes:

9.1.1. Rules, policies, and procedures of the program and facility;

9.1.2. Requirements for successfully completing the program;

9.1.3. The administrative discharge policy and the grounds for administrative discharge;

9.1.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and

9.1.5. Requiring the individual to sign and date a receipt that the orientation was conducted.

10. Treatment Plans

10.1. The Contractor shall ensure a licensed counselor or an unlicensed counselor, under the supervision of a licensed counselor, develops and maintains a written treatment plan for each individual receiving services in accordance with SAMHSA TAP 21: Addiction Counseling Competencies, which addresses all ASAM domains. The Contractor shall ensure the treatment plan:

10.1.1. Identifies the individual's clinical needs, treatment goals, and objectives.

10.1.2. Identifies the individual's strengths and resources for achieving goals and objectives above;

10.1.3. Defines the strategy for providing services to meet the individual's needs, goals, and objectives;

10.1.4. Identifies and documents referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;

10.1.5. Provides the criteria for terminating specific interventions;

10.1.6. Includes specification and description of the indicators to be used to assess the individual's progress;

10.1.7. Includes documentation of participation in the treatment planning process or the reason why the individual did not participate; and

10.1.8. Includes signatures of the individual and the counselor agreeing to the treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.

10.1.9. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB.

11. Group education and counseling

11.1. The Contractor shall maintain an outline of each educational and group therapy session provided.

11.2. The Contractor shall ensure all group counseling sessions are limited to 12 individuals or fewer per counselor.

12. Progress notes

12.1. The Contractor shall ensure progress notes are completed for each individual, group, or family treatment or education session.

12.2. The Contractor shall ensure progress notes include, but not limited to:

12.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;

12.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and

12.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session.

13. Discharge and Transfer

13.1. The Contractor shall discharge an individual from a program for the following reasons:

13.1.1. Program completion or transfer based on changes in the individual's functioning relative to ASAM criteria;

13.1.2. Program termination, including:

13.1.2.1. Administrative discharge;

13.1.2.2. Non-compliance with the program;

13.1.2.3. The individual left the program before completion against advice of treatment staff; and

13.1.3. The individual is inaccessible, due to reasons that may include incarceration or hospitalization.

13.2. The Contractor shall ensure that counselors complete a narrative discharge summary in all cases of individual discharge or transfer. The Contractor shall ensure the discharge summary includes, but is not limited to:

13.2.1. The dates of admission and discharge or transfer.

13.2.2. The individual's psychosocial substance misuse history and legal history.

13.2.3. A summary of the individual's progress toward treatment goals in all ASAM domains.

13.2.4. The reason for discharge or transfer.

13.2.5. The individual's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment.

13.2.6. A summary of the individual's physical and mental health condition at the time of discharge or transfer.

13.2.7. A continuing care plan, including all ASAM domains.

13.2.8. A determination as to whether the individual would be eligible for re-admission to treatment, if applicable.

13.2.9. The dated signature of the counselor completing the summary.

13.3. The Contractor shall ensure the discharge summary is completed:

13.3.1. No later than seven (7) days following an individual's discharge or transfer from the program; or

13.3.2. For withdrawal management services, by the end of the next business day following an individual's discharge or transfer from the program.

13.4. The Contractor shall ensure, when transferring an individual from one level of care to another within the same certified Contractor agency or to another treatment provider, the counselor:

13.4.1. Completes a progress note on the client's treatment and progress towards treatment goals, to be included in the individual's record; and

13.4.2. Updates the individual assessment and treatment plan.

13.5. The Contractor shall forward copies of the information to a receiving provider when transferring an individual to another treatment provider, upon receiving a signed release of confidential information from the individual. The Contractor shall ensure information includes:

13.5.1. The discharge summary;

13.5.2. Individual demographic information, including the individual's name, date of birth, address, telephone number, and the last four (4) digits of their Social Security number; and

13.5.3. A diagnostic assessment statement and other assessment information, including:

13.5.3.1. TB test results;

13.5.3.2. A record of the individual's treatment history; and

13.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.

13.6. The Contractor shall ensure the counselor meets with the individual at the time of discharge or transfer to establish a continuing care plan. The Contractor shall ensure the continuing care plan:

13.6.1. Includes recommendations for continuing care in all ASAM domains;

13.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and

13.6.3. Assists the individual in making contact with other agencies or services.

13.7. The Contractor shall ensure the counselor documents, in the individual's service record, if and why the meeting described above could not take place.

13.8. The Contractor shall ensure individuals receiving services through this Agreement are only administratively discharged for the following reasons:

13.8.1. The individual's behavior on program premises is abusive, violent, or illegal;

13.8.2. The individual is non-compliant with prescription medications;

13.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the individual's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or

13.8.4. The individual violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

14. Individual Service Record System

14.1. The Contractor shall implement a comprehensive system in paper and/or electronic format to maintain service records for each individual receiving services. The Contractor shall ensure service records are:

14.1.1. Organized into related sections with entries in chronological order;

14.1.2. Easy to read and understand;

14.1.3. Complete, containing all the parts;

14.1.4. In compliance with all applicable confidentiality laws, including 42 CFR Part 2 and Exhibit K;

14.1.5. Up-to-date, including notes of most recent contacts; and

14.1.6. Accessible to the Department upon request.

14.2. The Contractor shall ensure service records are organized as follows:

14.2.1. First section, Intake/Initial Information:

14.2.1.1. Identification data, including the individual's:

14.2.1.1.1. Name;

14.2.1.1.2. Date of birth;

14.2.1.1.3. Address;

14.2.1.1.4. Telephone number; and

14.2.1.1.5. The last four (4) digits of the individual's Social Security number;

14.2.1.2. The date of admission;

14.2.1.3. Name, address, and telephone number of the individual's:

14.2.1.3.1. Legal guardian;

14.2.1.3.2. Representative payee;

14.2.1.3.3. Emergency contact;

14.2.1.3.4. The person or entity referring the individual for services, as applicable;

14.2.1.3.5. Primary health care provider;

14.2.1.3.6. Behavioral health care provider, if applicable;

14.2.1.3.7. Public or private health insurance provider(s), or both;

14.2.1.4. The individual's religious preference, if any;

14.2.1.5. The individual's personal health history;

14.2.1.6. The individual's mental health history;

14.2.1.7. Current medications;

14.2.1.8. Records and reports prepared prior to the individual's current admission and determined by the counselor to be relevant; and

14.2.1.9. Signed receipt of notification of individual rights;

14.2.2. Second section, Screening/Assessment/Evaluation:

14.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit B.

14.2.3. Third section, Treatment Planning:

14.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Exhibit B and in this Exhibit B-1; and

14.2.3.2. Signed and dated progress notes and reports from all programs involved.

14.2.4. Fourth section, Discharge Planning:

14.2.4.1. A narrative discharge summary, as required in this Exhibit B-1.

14.2.5. Fifth section, Releases of Information/Miscellaneous:

14.2.5.1. Release of information forms compliant with 42 CFR, Part 2;

14.2.5.2. Any correspondence pertinent to the individual; and

14.2.5.3. Any other pertinent information the Contractor deemed significant.

14.3. If the Contractor utilizes a paper format record system, then the sections identified above shall be tabbed sections.

15. Medication Services

15.1. The Contractor shall ensure no administration of medications, including physician samples, occur except by a licensed medical practitioner working within their scope of practice.

15.2. The Contractor shall ensure all prescription medications brought by an individual to program are in their original containers and legibly display the following information:

15.2.1. The individual's name;

15.2.2. The medication name and strength;

15.2.3. The prescribed dose;

15.2.4. The route of administration;

15.2.5. The frequency of administration; and

15.2.6. The date ordered.

15.3. The Contractor shall ensure any change or discontinuation of prescription medications includes a written order from a licensed practitioner.

15.4. The Contractor shall ensure all prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the individual's person or stored in the individual's room, are stored as follows: DS

15.4.1. All medications are kept in a storage area that is:

15.4.1.1. Locked and accessible only to authorized personnel;

15.4.1.2. Organized to allow correct identification of each individual's medication(s);

15.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and

15.4.1.4. Equipped to maintain medication at the proper temperature;

15.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, are kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and

15.4.3. Topical liquids, ointments, patches, creams and powder forms of products are stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.

15.5. The Contractor shall ensure medication belonging to staff are only accessible to staff and are stored separately from medications belonging to individuals served.

15.6. The Contractor shall ensure over-the-counter (OTC) medications brought into the program by individuals receiving services are:

15.6.1. In original, unopened containers;

15.6.2. Are stored in accordance with this Exhibit B-1;

15.6.3. Are marked with the name of the individual using the medication; and

15.6.4. Are taken in accordance with the directions on the medication container or as ordered by a licensed practitioner.

15.7. The Contractor shall ensure all medications self-administered by an individual, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the individual without supervision, are supervised by the program staff. The Contractor shall ensure staff:

15.7.1. Remind the individual to take the correct dose of their medication at the correct time;

15.7.2. May open the medication container but do not physically handle the medication itself in any manner; and

15.7.3. Remain with the individual to observe them taking the prescribed dose and type of medication;

15.7.4. Document each medication taken in an individual's medication log, which includes:

15.7.4.1. The medication name, strength, dose, frequency and route of administration;

15.7.4.2. The date and the time the medication was taken;

15.7.4.3. The signature or identifiable initials of the staff supervising the consumption of the medication by the individual receiving services; and

15.7.4.4. The reason for any medication refused or omitted, as applicable.

15.8. The Contractor shall ensure the individual's medication log is included in the individual's record and any remaining medication is taken with the individual upon their discharge.

16. Notice of Rights for Individuals Receiving Services

16.1. The Contractor shall ensure programs inform individuals of their rights in clear, understandable language and form, both verbally and in writing. The Contractor shall ensure:

16.1.1. Applicants for services are informed of their rights to evaluations and access to treatment;

16.1.2. Individuals are advised of their rights upon entry into any program and annually thereafter; and

16.1.3. Initial and annual notifications of individual rights are documented in the individual's record.

16.2. The Contractor shall ensure every program within the service delivery system posts notice of the rights, as follows:

16.2.1. The notice is continually posted in an area accessible by all;

16.2.2. The notice is presented in clear, understandable language and form; and

16.2.3. Each program and residence has, on the premises, complete copies of rules pertaining to individual rights that are available for individual review.

17. Fundamental Rights of Individuals Receiving Services

17.1. The Contractor shall ensure no individual receiving treatment for a substance use disorder is deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.

18. Personal Rights

18.1. The Contractor shall ensure individuals who are applicants for services or receiving services are treated by program staff with dignity and respect at all times.

18.2. The Contractor shall ensure individuals are free from abuse, neglect and exploitation which may include, but is not limited to:

18.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;

18.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the individual or others; and

18.2.3. Freedom from personal or financial exploitation.

18.3. The Contractor shall ensure individuals receiving services retain the right to privacy.

19. Client Confidentiality

19.1. The Contractor shall comply with the confidentiality requirements in 42 CFR part 2.

19.2. The Contractor shall ensure copies of individual service records for the individual, attorney or other authorized person are available at no charge for the first 25 pages and not more than $0.25 per page thereafter, after review of the record.

19.3. The Contractor shall ensure, if a minor age 12 or older is treated for substance use disorders without parental consent as authorized by RSA 318:B12-a:

19.3.1. The minor's signature alone authorizes a disclosure; and

19.3.2. Any disclosure to the minor's parents or guardians requires a signed authorization to release.

20. Grievances of Individuals Receiving Services

20.1. The Contractor shall ensure individuals receiving services have the right to complain about any matter, including any alleged violation of a right afforded by this Exhibit B-1 or by any state or federal law or rule.

20.2. The Contractor shall ensure any person has the right to complain or bring a grievance on behalf of an individual or a group of individuals.

21. Treatment Rights

21.1. The Contractor shall ensure individuals receiving services have the right to adequate and humane treatment, including:

21.1.1. The right of access to treatment including:

21.1.1.1. The right to evaluation to determine an individual's need for services and to determine which programs are most suited to provide the services needed; and

21.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and

21.1.2. The right to quality treatment including:

21.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the individuals and

programs providing the treatment and to the conditions for which the individual is being treated;

21.1.3. The right to receive services in such a manner as to promote the individual's full participation in the community;

21.1.4. The right to receive all services or treatment to which an individual is entitled in accordance with the time frame set forth in the individual's treatment plan;

21.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with this Exhibit B-1 which addresses the individual's own goals;

21.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the individual to participate in meaningful activities in the communities in which the individual lives and works;

21.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:

21.1.7.1. Freedom of movement; and

21.1.7.2. Participation in the community, while providing the level of support needed by the individual;

21.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:

21.1.8.1. Whenever possible, the consent shall be given in writing; and

21.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;

21.1.9. The right to refuse to participate in any form of experimental treatment or research;

21.1.10. The right to be fully informed of one's own diagnosis and prognosis;

21.1.11. The right to voluntary placement including the right to:

21.1.11.1. Seek changes in placement, services or treatment at any time; and

21.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;

21.1.12. The right to services which promote independence including services directed toward:

21.1.12.1. Eliminating, or reducing as much as possible, the individual's needs for continued services and treatment; and

21.1.12.2. Promoting the ability of the individuals to function at their highest capacity and as independently as possible;

21.1.13. The right to refuse medication and treatment;

21.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;

21.1.15. The right to consultation and second opinion including:

21.1.15.1. At the individual's own expense, the consultative services of:

21.1.15.1.1. Private physicians;

21.1.15.1.2. Psychologists;

21.1.15.1.3. Licensed drug and alcohol counselors; and

21.1.15.1.4. Other health practitioners; and

21.1.15.2. Granting to such health practitioners reasonable access to the individual, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;

21.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring an individual's participation and informed decision-making:

21.1.16.1. Guardian;

21.1.16.2. Representative;

21.1.16.3. Attorney;

21.1.16.4. Family member;

21.1.16.5. Advocate; or

21.1.16.6. Consultant; and

21.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical, or pharmacological restraint, unless the individual is at risk of self-harm or harm to others.

21.2. The Contractor shall ensure no treatment professional is required to administer treatment contrary to such professional's clinical judgment.

21.3. The Contractor shall ensure programs maximize the decision-making authority of the individual.

21.4. The Contractor shall ensure the following provisions apply to individuals for whom a guardian has been appointed by a court:

21.4.1. The guardian and all individuals involved in the provision of services are made aware of the individual's views, preferences and aspirations;

21.4.2. A guardian only makes decisions that are within the scope of the powers set forth in the guardianship order issued by the court;

21.4.3. The program requests a copy of the guardianship order from the guardian;

21.4.4. The order is kept in the individual's record at the program;

21.4.5. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the individual's choice and preference relative to those issues prevail unless the guardian's authority is expanded by the court to include those issues;

21.4.6. A program takes steps that are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:

21.4.6.1. Reviewing with the guardian the limits on their decision-making authority; and

21.4.6.2. Bringing the matter to the attention of the court that appointed the guardian, if necessary;

21.4.7. The guardian acts in a manner that furthers the best interests of the individual;

21.4.8. In acting in the best interests of the individual, the guardian takes the views, preferences, and aspirations of the individual into consideration;

21.4.9. The program takes steps that are necessary to prevent a guardian from acting in a manner that does not further the best interests of the individual and, if necessary, brings the matter to the attention of the court that appointed the guardian; and

21.4.10. In the event that there is a dispute between the program and the guardian, the program informs the guardian of their right to bring the dispute to the attention of the court that appointed the guardian.

22. Termination of Services

22.1. The Contractor shall terminate an individual from services if the individual:

22.1.1. Endangers or threatens to endanger other individuals or staff, or engages in illegal activity on the property of the program;

22.1.2. Is no longer benefiting from the service(s) provided;

22.1.3. Cannot agree with the Contractor on a mutually acceptable course of treatment;

22.1.4. Refuses to pay for the services received despite having the financial resources to do so; or

22.1.5. Refuses to apply for benefits that could cover the cost of the services received despite the fact that the individual is or may be eligible for benefits.

22.2. The Contractor shall ensure termination does not occur unless the program has given both written and verbal notice to the individual and individual's guardian, if any, that:

22.2.1. Identifies the effective date of termination;

22.2.2. Lists the clinical or management reasons for termination; and

22.2.3. Explains the rights to appeal and the appeal process.

22.3. The Contractor shall document in the service record of an individual who has been terminated that:

22.3.1. The individual has been notified of the termination; and

22.3.2. The termination has been approved by the program administrator.

23. Rights for Individuals Receiving Residential Programs

23.1. The Contractor shall ensure individuals of residential programs retain the following rights:

23.1.1. The right to a safe, sanitary, and humane living environment;

23.1.2. The right to privately communicate with others, including:

23.1.2.1. The right to send and receive unopened and uncensored correspondence;

23.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive a reasonable number of telephone calls, except that residential programs may require an individual to reimburse them for the cost of any calls made by the individual; and

23.1.2.3. The right to receive and to refuse to receive visitors, except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services;

23.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for individuals to engage in such activities;

23.1.4. The right to privacy, including the following:

23.1.4.1. The right to courtesies that include, but are not limited to, knocking on closed doors before entering and ensuring privacy for telephone calls and visits;

23.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and

23.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;

23.1.5. The right to individual choice, including the following:

23.1.5.1. The right to keep and wear their own clothes;

23.1.5.2. The right to space for personal possessions;

23.1.5.3. The right to keep and to read materials of their own choosing;

23.1.5.4. The right to keep and spend their own money; and

23.1.5.5. The right not to perform work for the Contractor and to be compensated for any work performed, except that:

23.1.5.5.1. Individuals may be required to perform personal housekeeping tasks within the individual's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and

23.1.5.5.2. Individuals may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the individual is compensated for work performed; and

23.1.5.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.

23.2. The Contractor shall ensure policies governing individual behavior within a residence are developed, implemented, and available to the Department as requested. The Contractor shall ensure:

23.2.1. Individuals are informed of any house policies upon admission to the residence.

23.2.2. House policies are posted and such policies shall conform to this section.

23.2.3. House policies are periodically reviewed for compliance with this section in connection with quality assurance site visits.

23.2.4. Notwithstanding Section 23.1.4.3 above, development of policies and procedures allowing searches for alcohol and illicit drugs to be conducted:

23.2.4.1. Upon the individual's admission to the program; and

23.2.4.2. If probable cause exists, including such proof as:

23.2.4.2.1. A positive test showing presence of alcohol or illegal drugs; or

23.2.4.2.2. Showing physical signs of intoxication or withdrawal.

24. State and Federal Requirements

24.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall take precedence. The requirements specified below are provided herein to increase the Contractor's compliance.

24.2. The Contractor agrees to the following state and/or federal requirements for specialty treatment for pregnant and parenting women:

24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.2. The program provides or arranges for primary medical care for women who are receiving substance use disorder services, including prenatal care.

24.2.3. The program provides or arranges for childcare with the women are receiving services.

24.2.4. The program provides or arranges for primary pediatric care for the women's children, including immunizations.

24.2.5. The program provides or arranges for gender-specific substance use disorder treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, neglect, and parenting.

24.2.6. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.

24.2.7. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.

24.3. The Contractor shall assist the individual in finding and engaging in a service, which may include, but is not limited to, helping the individual locate an

appropriate provider, referring individuals to the needed service provider, setting up appointments for individuals with those providers, and assisting the individual with attending appointments with the service provider(s).

24.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:

24.4.1. Within seven (7) days of reaching 90% of capacity, the program notifies the Department that 90% capacity has been reached.

24.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug use not later than:

24.4.2.1. 14 days after making the request; or

24.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance use disorder treatment program.

24.4.3. The program has established a waitlist that includes a unique patient identifier for each injecting drug user seeking treatment, including individuals receiving interim services while awaiting admission.

24.4.4. The program has a mechanism that enables it to:

24.4.4.1. Maintain contact with individuals awaiting admission;

24.4.4.2. Admit or transfer waiting list individuals at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the individual; and

24.4.4.3. The program takes individuals awaiting treatment off the waiting list only when one of the following conditions exist:

24.4.4.3.1. Individuals cannot be located for admission into treatment or

24.4.4.3.2. Individuals refuse treatment

24.4.5. The program includes activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach that can reasonably be expected to be an effective outreach method.

24.4.6. The program has procedures for:

24.4.6.1. Selecting, training, and supervising outreach workers.

24.4.6.2. Contacting, communicating, and following up with individuals at high-risk of substance misuse, their associates, and

neighborhood residents within the constraints of Federal and State confidentiality requirements.

24.4.6.3. Promoting awareness among people who inject drugs about the relationship between injection drug use and communicable diseases.

24.4.6.4. Recommending steps that can be taken to ensure communicable diseases do not occur.

24.4.7. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance use disorder services, except in cases when each of the following conditions is met:

24.4.7.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.

24.4.7.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.

24.4.7.3. A physician makes a determination that the following conditions have been met:

24.4.7.3.1. The primary diagnosis of the individual is substance use disorder and the physician certifies that fact.

24.4.7.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.

24.4.7.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.

24.4.7.3.4. The hospital-based substance use disorder program follows national standards of substance use disorder professional practice.

24.4.7.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)

24.4.8. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.

24.4.9. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.

24.4.10. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.

24.4.11. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.

24.4.12. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.

24.4.13. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.

24.4.14. The program uses the SAPT Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:

24.4.14.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program; and

24.4.14.2. Secure payments from individuals for services in accordance with their ability to pay.

24.4.15. The Contractor shall comply with all relevant state and federal laws such as but not limited to:

24.4.15.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale in Exhibit C shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.

24.4.15.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 44.84%, Federal funds from the Substance Abuse Prevention and Treatment Block Grant, as awarded October 1, 2020 and October 1, 2021, by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, CFDA 93.959 FAIN TI083464.
   1.2. 23.10% General funds.
   1.3. 32.06% Other funds (Governors Commission).
2. For the purposes of this Agreement:
   2.1. The Department has identified the Contractor as a SUBRECIPIENT, in accordance with 2 CFR 200.331.
   2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
   2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
3. 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 item, as specified in Exhibits C-1, SUD Treatment Services Budget through Exhibit C-6, Integrated MAT Budget.
   3.1. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
   3.2. Ensure approval for Exhibits C-1, SUD Treatment Services Budget through Exhibit C-6, Integrated MAT Budget is received from the Department prior to submitting invoices for payment.
   3.3. Request payment for actual expenditures incurred in the fulfillment of this Agreement, and in accordance with the Department-approved budgets.
4. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 days from the contract Effective Date, which shall be retained by the Department. The Contractor shall submit budgets as follows:
   4.1. One (1) budget for each tiered service that specifies expenses for the period from October 1, 2021 through June 30, 2022, as follows:
      4.1.1. Exhibit C-1, SUD Treatment Services Budget
      4.1.2. Exhibit C-2, Integrated MAT Budget

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT C

5. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2022, which shall be retained by the Department. The Contractor shall submit budgets as follows:
   5.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2022 through June 30 2023, as follows:
      5.1.1. Exhibit C-3, SUD Treatment Services Budget
      5.1.2. Exhibit C-4, Integrated MAT Budget
6. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2023, which shall be and retained by the Department. The Contractor shall submit budgets as follows:
   6.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2023 through September 29, 2023, as follows:
      6.1.1. Exhibit C-5, SUD Treatment Services Budget
      6.1.2. Exhibit C-6, Integrated MAT Budget
7. The Contractor shall bill and seek reimbursement for services provided to individuals as follows:
   7.1. 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.
   7.2. 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.
   7.3. For individuals whose private insurer will not remit payment for the full amount, the Contractor shall bill the individual based on the sliding fee scale below.

Percentage of Individual's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit C-1, to Charge the Individual
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

7.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in approved budgets for which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor shall directly bill the Department to access funds in this Agreement.

7.5. Invoices for individuals without health insurance or other coverage for the services they receive, and for operational costs must include general ledger detail indicating the invoice is only for net expenses and must reflect only amounts up to the current Medicaid rate for the services provided.

7.6. Services provided to incarcerated individuals will be reimbursable only with General Funds and Governor Commission Funds for actual costs incurred, and payable upon Department approval.

8. Non-Reimbursement for Services

8.1. The Department shall not reimburse the Contractor for services provided through this contract when a individual has or may have an alternative payer for services described in the Exhibit B, Scope of Work, including, but not limited to:

8.1.1. Services covered by any New Hampshire Medicaid programs for individuals who are eligible for New Hampshire Medicaid.

8.1.2. Services covered by Medicare for individuals who are eligible for Medicare.

8.2. Notwithstanding Section 8.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a individual needs a service that is not covered by the payers listed in Section 8.1.

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

8.4. Notwithstanding Section 8.1 above, when payment of the deductible or copay would constitute a financial hardship for the individual, the Contractor shall seek reimbursement from the State for the deductible based on the sliding fee scale, not to exceed $4,000 per individual per treatment episode.

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

8.5.1. If the individual owns a vehicle:

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

8.5.2. If the individual does not own a vehicle:

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

9. The Contractor shall submit an invoice and supporting backup documentation to the Department no later than the 15th working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall:

9.1. Ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

9.2. Ensure invoices are net any other revenue received towards the services billed in fulfillment of this Agreement.

9.3. Ensure backup documentation includes, but is not limited to:

9.3.1. General Ledger showing revenue and expenses for the contract.

9.3.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.

9.3.2.1. Per 45 CFR Part 75.430(i)(1), charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.

9.3.2.2. Attestation and time tracking templates, which are available to the Department upon request.

9.3.3. Receipts for expenses within the applicable state fiscal year.

9.3.4. Cost center reports.

9.3.5. Profit and loss repors.

9.3.6. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.

9.3.7. Information requested by the Department verifying allocation or offset based on third party revenue received.

9.3.8. Summaries of patient services revenue and operating revenue and other financial infofrmation as requested by the Department.

10. The Contractor shall review and comply with further restrictions included in the Funding Opportunity Announcement (FOA).

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

    Program Manager
    Department of Health and Human Services
    Bureau of Drug & Alcohol Services
    105 Pleasant Street
    Concord, NH 03301

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

13. The Department shall make payment to the Contractor within 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.

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

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

16. 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.

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

18. 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.

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT C

19. Audits

19.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if **any** of the following conditions exist:

19.1.1. 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.

19.1.2. 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.

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

19.2. 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.

19.3. 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.

19.4. 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.

19.5. 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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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

Vendor Initials DS
Date 9/16/2021

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:

9/16/2021
Date

DocuSigned by:
Cynthia L Whitaker
Name: Cynthia L Whitaker
Title: President and CEO

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:

9/16/2021
Date

DocuSigned by:
Cynthia L Whitaker
Name: Cynthia L Whitaker
Title: President and CEO

DS
CW
Vendor Initials
9/16/2021
Date

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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 CW

Date 9/16/2021

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

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

PRIMARY COVERED TRANSACTIONS

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

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

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name:

9/16/2021
Date

DocuSigned by:
Cynthia L Whitaker
Name: Cynthia L Whitaker
Title: President and CEO

DS
CW
Contractor Initials

9/16/2021
Date

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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.

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:
Cynthia L Whitaker
984333A3D3DB437...

9/16/2021
Date

Name: Cynthia L Whitaker
Title: President and CEO

DocuSign Envelope ID: C0CC27CC-EB25-40F0-8A10-2125D9FEFB49

DocuSign Envelope ID: 09093B12-8C58-4593-A9B4-DFF50E03525F

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:

9/16/2021
Date

DocuSigned by:
Cynthia L Whitaker
Name: Cynthia L Whitaker
Title: President and CEO

DocuSign Envelope ID: C0CC27CC-EB25-40F0-8A10-2125D9FEFB49

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HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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Date 9/16/2021

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

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

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

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

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

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

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

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

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

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

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

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

(3) **Obligations and Activities of Business Associate.**

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

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

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

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

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

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

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

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

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

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

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

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

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

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

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

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Greater Nashua Mental Health
The State	Name of the Contractor
Katja Fox	Cynthia L Whitaker
Signature of Authorized Representative	Signature of Authorized Representative
Katja Fox	Cynthia L Whitaker
Name of Authorized Representative	Name of Authorized Representative
Director	President and CEO
Title of Authorized Representative	Title of Authorized Representative
9/16/2021	9/16/2021
Date	Date

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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:
Cynthia L Whitaker

9/16/2021
Date

Name: Cynthia L Whitaker
Title: President and CEO

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Contractor Initials CW
Date 9/16/2021

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 081249823

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

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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

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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

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9/16/2021

Date _____

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

DS

Contractor Initials _____

9/16/2021

Date _____

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Dismas Home of New Hampshire Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 13, 2021, (Item #30), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation and modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.8, Price Limitation to read:

   $1,026,316

2. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.1., Clinical Services, by adding paragraph 3.1.6. to read:

   3.1.6. The Contractor shall ensure a minimum total of **eight (8) beds** are available for Residential and Transitional Living services provided through this Agreement.

3. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.7. Assistance Enrolling in Insurance Programs, Paragraph 3.7.1. by adding Subparagraph 3.7.1.4. as follows:

   3.7.1.4. New Hampshire Medicare programs.

4. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.10. Coordination of Care, by adding Paragraph 3.10.13. to read:

   3.10.13. The Contractor shall use a referral system, which has been approved by the Department, to connect individuals to health and social service providers, as needed.

5. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.16. State Opioid Response (SOR) Grant Standards Paragraph 3.17.16. to read:

   3.16.6. If the Contractor is providing Medication Assisted Treatment (MAT), the Contractor

shall do so only with FDA-approved MAT, which includes:

3.16.6.1. Methadone; and

3.16.6.2. Buprenorphine products including:

3.16.6.2.1. Single-entity buprenorphine products;

3.16.6.2.2. Buprenorphine/naloxone tablets;

3.16.6.2.3. Buprenorphine/naloxone films; and

3.16.6.2.4. Buprenorphine/naloxone buccal preparations.

6. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.16. State Opioid Response (SOR) Grant Standards Paragraph 3.16.7. to read:

   3.16.7. If the contractor is providing medical withdrawal management services that are supported by SOR funds, the Contractor shall do so only when the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

7. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.167. State Opioid Response (SOR) Grant Standards Paragraph 3.16.8. to read:

   3.16.8. If the Contractor wishes to distribute Fentanyl test strips, the Contractor shall provide a Fentanyl test strip utilization plan to the Department for approval prior to implementation. The Contractor shall ensure the utilization plan includes, but is not limited to:

   3.16.8.1. Internal policies for the distribution of Fentanyl strips;

   3.16.8.2. Distribution methods and frequency; and

   3.16.8.3. Other key data as requested by the Department.

8. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.16. State Opioid Response (SOR) Grant Standards Paragraph 3.16.9. to read:

   3.16.9. If the Contractor provides recovery housing, or refers individuals to recovery housing, the Contractor shall ensure any individuals receiving financial aid for the recovery housing, utilizing SOR funds, are in a facility that:

   3.16.9.1. Aligns with the National Alliance for Recovery Residences Standards; and

   3.16.9.2. Is registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with the New Hampshire Administrative Rules, He-A 305, Voluntary Registry for Recovery Houses.

9. Modify Exhibit B, Section 6, Staffing, Subsection 6.1., Paragraph 6.1.1. to read:

   6.1.1. A minimum of one (1) New Hampshire Licensed Supervisor.

10. Modify Exhibit B, Section 6, Staffing, Subsection 6.11. to read:

    6.11. The Contractor shall ensure no Licensed Supervisor shall supervise more than 12 staff unless the Department has approved an alternative supervision plan.

11. Modify Exhibit B, Section 11, Additional Terms, Subsection 11.3, Credits and Copyright Ownership, Paragraph 11.3.1. to read:

    11.3.1. If the Contractor publicly references or markets their use of American Society of

Addiction Medicine (ASAM) criteria, or utilizes language related to ASAM levels of care in promotion or marketing of their services, the Contractor shall:

11.3.1.1. Sign and have in effect, Exhibit L, Amendment #1, Sample End User License Agreement with the Department, prior to such referencing or marketing.

11.3.1.2. Comply with the executed End User Agreement, or shall otherwise not be permitted to publicly reference or market the use of anything related to ASAM.

12. Modify Exhibit B, by adding Section 12, Maintenance of Fiscal Integrity, as follows:

12. Maintenance of Fiscal Integrity

12.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement (total organization and program-level), and Cash Flow Statement for the Contractor. Program-level Profit and Loss Statement shall include all revenue sources and all related expenditures for that program. The program-level Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Outside of the program-level Profit and Loss Statement and budget to actual analysis, all other statements shall be reflective of the entire Dismas Home of New Hampshire, Inc. organization and shall be submitted on the same day the reports are submitted to the Board, but no later than the fourth (4th) Wednesday of the month. Additionally, the Contractor will provide interim profit and loss statements for every program area, reported as of the 20th of the month, by the last day of every month. The Contractor will be evaluated on the following:

12.1.1. Days of Cash on Hand:

12.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

12.1.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock. Any amount of cash from a line of credit should be broken out separately.

12.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of 30 calendar days with no variance allowed.

12.1.2. Current Ratio:

12.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

12.1.2.2. Formula: Total current assets divided by total current liabilities.

12.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

12.1.3. Debt Service Coverage Ratio:

12.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

12.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

12.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next 12 months.

12.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

12.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

12.1.4. Net Assets to Total Assets:

12.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

12.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

12.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

12.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.

12.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

12.1.5. Total Lines of Credit:

12.1.5.1. The Contractor will provide a listing of every line of credit and amount outstanding for each line.

12.1.5.2. The Contractor will report on any new borrowing activities.

12.1.5.3. The Contractor will report on any instances of non-compliance with any loan covenant or agreement.

12.2. In the event that the Contractor does not meet either:

12.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

12.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months; or

12.2.3. Does not meet the reporting timeframe; then

12.3. The Department may exercise any of the following:

12.3.1. Require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards;

12.3.2. Notwithstanding paragraph 8 of the General Provisions, Form P-37 of this Agreement, require the Contractor to submit a comprehensive corrective action plan within 30 calendar days of notification that 12.2.1. and/or 12.2.2. have not been met;

12.3.2.1. If a corrective action plan is required, the Contractor shall update the corrective action plan at least every 30 calendar days until compliance is achieved.

12.3.2.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

12.3.3. Terminate the contract pursuant to the General Provisions, Form P-37 of this Agreement.

13. Modify Exhibit B-1, Operational Requirements, by replacing it in its entirety with Exhibit B-1, Amendment #1, Operational Requirements, which is attached hereto and incorporated by reference herein.

14. Modify Exhibit C, Payment Terms, by replacing it in its entirety with Exhibit C, Amendment #1, Payment Terms, which is attached hereto and incorporated by reference herein.

15. Modify Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, by replacing it in its entirety with Exhibit I – Amendment #1, Health Insurance Portability and Accountability Act Business Associate Agreement, which is attached hereto and incorporated herein.

16. Add Exhibit L, Amendment #1, Sample ASAM End User License Agreement, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

2/9/2022
Date

DocuSigned by:
Katja S. Fox
ED9D05B04C63442...
Name: Katja S. Fox
Title: Director

Dismas Home of New Hampshire, Inc.

2/8/2022
Date

DocuSigned by:
Cheryll Andrews
B48FD1C4B527454...
Name: Cheryll Andrews
Title: Executive Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

2/9/2022

Date

DocuSigned by:
Robyn Guarino
748734844941460...

Name: Robyn Guarino

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B-1 Amendment #1

Operational Requirements

1. **Requirements for Organizational or Program Changes.**

   1.1. The Contractor shall provide written notification to the Department no later than 30 days prior to changes in:

      1.1.1. Ownership;

      1.1.2. Physical location; or

      1.1.3. Name.

   1.2. The Contractor shall submit a copy of the certificate of amendment from the New Hampshire Secretary of State with the effective date of the change to the Department, when there is a change of the ownership, physical location, or name of the organization.

2. **Inspections and Enforcement Remedies**

   2.1. The Contractor shall allow any Department representative at any time to be admitted on the premises to inspect:

      2.1.1. The facility;

      2.1.2. All programs and services provided through this Agreement; and

      2.1.3. Any records required by the Agreement.

   2.2. The Contractor shall be issued a notice of deficiencies when the Department determines that the Contractor is not in compliance with contract requirements. The Contractor shall receive written notice from the Department, as applicable which:

      2.2.1. Identifies each deficiency;

      2.2.2. Identifies the specific proposed remedy(ies).

   2.3. The Contractor shall receive notice from the Department for violations of contract requirements, that may include, but is not limited to:

      2.3.1. The requirement to submit a Plan of Correction (POC).

      2.3.2. The imposition of a directed POC from the Department.

      2.3.3. Termination of the Agreement in accordance with the General Provisions, Form P-37.

3. **Plans of Corrective Action**

   3.1. Notwithstanding paragraph 8, Event of Default, and paragraph 9, Termination of the General Provisions, Form P-37, the Contractor shall submit a written Plan of Correction (POC) to the Department within 21 days of receiving a notice of deficiencies, for review and acceptance. The Contractor shall ensure the POC includes, but is not limited to:

3.1.1. Steps to be taken to correct each deficiency.

3.1.2. Measures that will be put in place.

3.1.3. System changes to be made to ensure that the deficiency does not recur.

3.1.4. The date by which each deficiency will be corrected, ensuring the correction occurs no later than 90 days from the date the POC is submitted to the Department.

3.2. The Contractor shall ensure each POC:

3.2.1. Achieves compliance with contract requirements;

3.2.2. Addresses all deficiencies and deficient practices as cited in the notice of deficiencies; and

3.2.3. Mitigates the likelihood of a new violation of contract requirements as a result of implementation of the POC.

3.3. The Department shall notify the Contractor of the reasons for rejection of the POC, if the POC is not accepted. The Contractor shall:

3.3.1. Develop and submit a revised POC within 21 days of the date of the written notification of POC rejections.

3.3.2. Ensure the revised POC complies with POC standards identified above.

3.4. The Contractor shall be subject to a directed POC from the Department that specifies the corrective actions to be taken when:

3.4.1. Deficiencies were identified during an inspection that require immediate corrective action to protect the health and safety of the individuals receiving services or staff providing services.

3.4.2. The original POC is not submitted within 21 days of the date of the written notification of deficiencies;

3.4.3. The revised POC is rejected by the Department; or

3.4.4. The POC is not implemented by the completion date identified in the Department-accepted POC.

3.5. The Contractor shall admit and allow the Department access to the premises and records related to the Department-accepted POC, after the completion date identified in the POC, in order to verify the implementation of the POC, which may include, but is not limited to:

3.5.1. Review of materials submitted by the Contractor;

3.5.2. Follow-up inspection; or

3.5.3. Review of compliance during the next scheduled inspection.

4. **Duties and Responsibilities**

4.1. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to individuals on an ongoing basis.

4.2. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.

4.3. The Contractor shall employ an administrator responsible for the day-to-day operations of services provided in this Agreement. The Contractor shall:

4.3.1. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and

4.3.2. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor, the staff position(s) to be delegated, and the authority and responsibility to act in the administrator's behalf when the administrator is absent.

4.4. The Contractor shall ensure the following documents are posted in a public area:

4.4.1. A copy of the Contractor's policies and procedures relative to the implementation of rights and responsibilities for individuals receiving services, including confidentiality per 42 CFR Part 2; and

4.4.2. The Contractor's plan for fire safety, evacuation, and emergencies, identifying the location of, and access to all fire exits.

4.5. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the Department.

4.6. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the Department, and all court orders.

4.7. The Contractor shall follow the required procedures for the care of the individuals, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007 for residential programs, if the Contractor accepts an individual who is known to have a disease reportable under NH Administrative Rule He-P 301, or an infectious disease.

4.8. The Contractor shall comply with state and federal regulations on confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12.

4.9. The Contractor shall develop policies and procedures regarding the release of information contained in individual service records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.

4.10. The Contractor shall ensure all records relating to services provided through this Agreement are legible, current, accurate, and available to the Department during an inspection or investigation.

4.11. The Contractor shall ensure service site(s) are accessible to individuals with a disability, using Americans with Disabilities Act (ADA) accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq. The Contractor shall ensure service sites include:

4.11.1. A reception area separate from living and treatment areas;

4.11.2. A private space for personal consultation, charting, treatment and social activities, as applicable;

4.11.3. Secure storage of active and closed confidential individual records; and

4.11.4. Separate and secure storage of toxic substances.

4.12. The Contractor shall establish a code of ethics for staff that includes a mechanism for reporting unethical conduct.

4.13. The Contractor shall develop, implement, and maintain specific policies, including:

4.13.1. Rights, grievance, and appeals policies and procedures for individuals receiving services;

4.13.2. Progressive discipline, leading to administrative discharge;

4.13.3. Reporting and appealing staff grievances;

4.13.4. Alcohol and other drug use while in treatment;

4.13.5. Individual and employee smoking that are in compliance with Exhibit B, Section 3.16;

4.13.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;

4.13.7. Holding an individual's possessions;

4.13.8. Secure storage of staff medications;

4.13.9. Medication belonging to individuals receiving services;

4.13.10. Urine specimen collection, as applicable, that:

4.13.10.1. Ensures collection is conducted in a manner that preserves individual privacy as much as possible; and

4.13.10.2. Minimizes falsification;

4.13.11. Safety and emergency procedures on:

4.13.11.1. Medical emergencies;

4.13.11.2. Infection control and universal precautions, including the use of protective clothing and devices;

4.13.11.3. Reporting injuries;

4.13.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures; and

4.13.11.5. Emergency closings.

4.13.12. The Contractor shall develop, implement and maintain procedures for:

4.13.12.1. Protection of individual records that govern use of records, storage, removal, conditions for release of information, and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and

4.13.12.2. Quality assurance and improvement.

5. Collection of Fees.

5.1. The Contractor shall maintain procedures regarding collections from individual fees, co-insurance payments, cost-shares, private or public insurance, and other payers responsible for the individual's finances; and

5.2. The Contractor shall provide the individual, and the individual's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge at the time of screening and admission,

6. Screening and Denial of Services

6.1. The Contractor shall maintain a record of all individual screenings, including:

6.1.1. The individual's name and/or unique identifier;

6.1.2. The individual's referral source;

6.1.3. The date of initial contact from the individual or referring agency;

6.1.4. The date of screening; and

6.1.5. The result of the screening, including the reason for denial of services if applicable;

6.2. The Contractor shall record all referrals to and coordination with the Doorway and interim services or the reason that the referral was not made; for any individual who is placed on a waitlist. The Contractor shall:

6.2.1. Record all contact with the individual between screening and removal from the waitlist; and

6.2.2. Record the date the individual was removed from the waitlist and the reason for removal.

6.3. In the instance an individual requesting services is denied service(s), the Contractor shall:

6.3.1. Inform the individual of the reason for denial of service(s); and

6.3.2. Assist the individual in identifying and accessing appropriate available treatment.

6.4. The Contractor shall not deny services to an individual solely because the individual:

6.4.1. Previously left treatment against the advice of staff;

6.4.2. Relapsed from an earlier treatment;

6.4.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or

6.4.4. Has been diagnosed with a mental health disorder.

6.5. The Contractor shall report on denial of services to individuals at the request of the Department.

7. **Staffing Requirements**

7.1. The Contractor shall develop current job descriptions for all staff, including contracted staff, volunteers, and student interns, which includes:

7.1.1. Job title;

7.1.2. Physical requirements of the position;

7.1.3. Education and experience requirements of the position;

7.1.4. Duties of the position;

7.1.5. Positions supervised; and

7.1.6. Title of immediate supervisor.

7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which includes, but is not limited to:

7.2.1. Requiring a prospective employees to sign a releases to allow the Contractor to conduct a criminal record check;

7.2.2. Requiring the administrator or designee to obtain and review criminal record checks from the New Hampshire Department of Safety for each prospective employee;

7.2.3. Ensuring criminal record check standards are reviewed to ensure the health, safety, or well-being of individuals, beyond which shall be reason for non-selection for employment, including the following:

7.2.3.1. Felony convictions in this or any other state;

7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and

7.2.3.3. Findings by the Department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and

7.2.4. Waiver of 7.2.3 above for good cause shown.

7.3. The Contractor shall ensure all staff, which includes contracted staff, meet the educational, experiential, and physical qualifications of the position as listed in their job description. The Contractor shall ensure staff:

7.3.1. Do not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;

7.3.2. Are licensed, registered or certified as required by state statute and as applicable;

7.3.3. Receive an orientation within the first three (3) days of work or prior to direct contact with individuals, which includes:

7.3.3.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;

7.3.3.2. The Contractor's policies on the rights, responsibilities, and complaint procedures for individuals receiving services;

7.3.3.3. Federal and state confidentiality requirements;

7.3.3.4. Grievance procedures;

7.3.3.5. Job duties, responsibilities, policies, procedures, and guidelines;

7.3.3.6. Topics covered by both the administrative and personnel manuals;

7.3.3.7. The Contractor's infection prevention program;

7.3.3.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of staff in an emergency; and

7.3.3.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and

7.3.4. Sign and date documentation that they have taken part in an orientation as described above;

7.3.5. Complete a mandatory annual in-service education, which includes a review of all elements described above.

7.4. The Contractor shall ensure, prior to having contact with individuals receiving services, that employees and contracted employees:

7.4.1. Submit proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:

7.4.1.1. The name of the examinee;

7.4.1.2. The date of the examination;

7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;

7.4.1.4. Results of a 2-step TB test, Mantoux method or other method approved by the Centers for Disease Control; and

7.4.1.5. The dated signature of the licensed health practitioner.

7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and

7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium TB through shared air space with persons with infectious TB.

7.5. The Contractor shall ensure employees, contracted employees, volunteers and independent Contractors who have direct contact with individuals who have a history of TB or a positive skin test have a symptomatology screen of a TB test.

7.6. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student intern, volunteer, and contracted staff, which includes, but is not limited to:

7.6.1. A completed application for employment or a resume.

7.6.2. Identification data.

7.6.3. The education and work experience of the employee.

7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:

7.6.4.1. Position title;

7.6.4.2. Qualifications and experience; and

7.6.4.3. Duties required by the position.

7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable.

7.6.6. A signed and dated record of orientation as required above.

7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable.

7.6.8. Records of screening for communicable diseases results required above.

7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary.

7.6.10. Documentation of annual in-service education as required above that includes date of completion and signature of staff.

7.6.11. Information as to the general content and length of all continuing education or educational programs attended;

7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the individual's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy;

7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that the individual:

7.6.13.1. Does not have a felony conviction in this or any other state;

7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect, or exploitation or pose a threat to the health, safety or well-being of an individual; and

7.6.13.3. Has not had a finding by the Department or any administrative agency in NH or any other state for assault, fraud, abuse, neglect or exploitation of any person; and

7.6.14. Documentation of the criminal records check and any waivers, as applicable.

7.7. An individual need not re-disclose any of the matters in the criminal background check if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.

8. **Clinical Supervision of Unlicensed Counselors**

8.1. The Contractor shall ensure all unlicensed counselors providing treatment, education and/or recovery support services; and all uncertified CRSWs, are under the direct supervision of a licensed supervisor.

8.2. The Contractor shall ensure no licensed supervisor supervises more than 12 unlicensed staff, unless the Department has approved an alternative supervision plan.

8.3. The Contractor shall ensure unlicensed counselors receive a minimum of one (1) hour of supervision for every 20 hours of direct contact with individuals receiving services;

8.4. The Contractor ensures supervision is provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;

8.5. The Contractor shall ensure supervision includes:

8.5.1. Review of case records;

8.5.2. Observation of interactions with individuals receiving services;

8.5.3. Skill development; and

8.5.4. Review of case management activities;

8.6. The Contractor shall ensure supervisors maintain a log of the supervision date, duration, content and who was supervised by whom; and

8.7. The Contractor shall ensure staff licensed or certified shall receive supervision in accordance with the requirement of their licensure.

9. Orientation for Individuals Receiving Services

9.1. The Contractor shall conduct an orientation for individuals receiving services upon admission to program, either individually or by group, that includes:

9.1.1. Rules, policies, and procedures of the program and facility;

9.1.2. Requirements for successfully completing the program;

9.1.3. The administrative discharge policy and the grounds for administrative discharge;

9.1.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements;

9.1.5. Requiring the individual to sign and date a receipt that the orientation was conducted.

10. Treatment Plans

10.1. The Contractor shall ensure a licensed counselor or an unlicensed counselor, under the supervision of a licensed counselor, develops and maintains a written treatment plan for each individual receiving services in accordance with

SAMHSA TAP 21: Addiction Counseling Competencies, which addresses all ASAM domains. The Contractor shall ensure the treatment plan:

10.1.1. Identifies the individual's clinical needs, treatment goals, and objectives.

10.1.2. Identifies the individual's strengths and resources for achieving goals and objectives above;

10.1.3. Defines the strategy for providing services to meet the individual's needs, goals, and objectives;

10.1.4. Identifies and documents referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;

10.1.5. Provides the criteria for terminating specific interventions;

10.1.6. Includes specification and description of the indicators to be used to assess the individual's progress;

10.1.7. Includes documentation of participation in the treatment planning process or the reason why the individual did not participate; and

10.1.8. Includes signatures of the individual and the counselor agreeing to the treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.

10.1.9. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB.

11. Group education and counseling

11.1. The Contractor shall maintain an outline of each educational and group therapy session provided.

12. Progress notes

12.1. The Contractor shall ensure progress notes are completed for each individual, group, or family treatment or education session.

12.2. The Contractor shall ensure progress notes include, but not limited to:

12.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;

12.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and

12.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session.

13. Discharge

13.1. The Contractor shall discharge an individual from a program for the following reasons:

13.1.1. Program completion or transfer based on changes in the individual's functioning relative to ASAM criteria;

13.1.2. Program termination, including:

13.1.2.1. Administrative discharge;

13.1.2.2. Non-compliance with the program;

13.1.2.3. The individual left the program before completion against advice of treatment staff; and

13.1.3. The individual is inaccessible, due to reasons that may include incarceration or hospitalization.

13.2. The Contractor shall ensure that counselors complete a narrative discharge summary in all cases of individual discharge. The Contractor shall ensure the discharge summary includes, but is not limited to:

13.2.1. The dates of admission and discharge.

13.2.2. The individual's psychosocial substance misuse history and legal history.

13.2.3. A summary of the individual's progress toward treatment goals in all ASAM domains.

13.2.4. The reason for discharge.

13.2.5. The individual's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment.

13.2.6. A summary of the individual's physical and mental health condition at the time of discharge.

13.2.7. A continuing care plan, including all ASAM domains.

13.2.8. A determination as to whether the individual would be eligible for re-admission to treatment, if applicable.

13.2.9. The dated signature of the counselor completing the summary.

13.3. The Contractor shall ensure the discharge summary is completed:

13.3.1. No later than seven (7) days following an individual's discharge from the program; or

13.3.2. For withdrawal management services, by the end of the next business day following an individual's discharge from the program.

13.4. The Contractor shall ensure, when transferring an individual from one level of care to another within the same certified Contractor agency or to another treatment provider, the counselor:

13.4.1. Completes a progress note on the client's treatment and progress towards treatment goals, to be included in the individual's record; and

13.4.2. Updates the individual evaluation and treatment plan.

13.5. The Contractor shall forward copies of the information to a receiving provider when discharging an individual to another treatment provider, upon receiving a signed release of confidential information from the individual. The Contractor shall ensure information includes:

13.5.1. The discharge summary;

13.5.2. Individual demographic information, including the individual's name, date of birth, address, telephone number, and the last four (4) digits of their Social Security number; and

13.5.3. A diagnostic assessment statement and other assessment information, including:

13.5.3.1. TB test results;

13.5.3.2. A record of the individual's treatment history; and

13.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.

13.6. The Contractor shall ensure the counselor meets with the individual at the time of discharge or transfer to establish a continuing care plan. The Contractor shall ensure the continuing care plan:

13.6.1. Includes recommendations for continuing care in all ASAM domains;

13.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and

13.6.3. Assists the individual in making contact with other agencies or services.

13.7. The Contractor shall ensure the counselor documents, in the individual's service record, if and why the meeting described above could not take place.

13.8. The Contractor shall ensure individuals receiving services through this Agreement are only administratively discharged for the following reasons:

13.8.1. The individual's behavior on program premises is abusive, violent, or illegal;

13.8.2. The individual is non-compliant with prescription medications;

13.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the individual's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or

13.8.4. The individual violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

14. **Individual Service Record System**

14.1. The Contractor shall implement a comprehensive system in paper and/or electronic format to maintain service records for each individual receiving services. The Contractor shall ensure service records are:

14.1.1. Organized into related sections with entries in chronological order;

14.1.2. Easy to read and understand;

14.1.3. Complete, containing all the parts;

14.1.4. In compliance with all applicable confidentiality laws, including 42 CFR Part 2 and Exhibit K;

14.1.5. Up-to-date, including notes of most recent contacts; and

14.1.6. Accessible to the Department upon request.

14.2. The Contractor shall ensure service records are organized as follows:

14.2.1. First section, Intake/Initial Information:

14.2.1.1. Identification data, including the individual's:

14.2.1.1.1. Name;

14.2.1.1.2. Date of birth;

14.2.1.1.3. Address;

14.2.1.1.4. Telephone number; and

14.2.1.1.5. The last four (4) digits of the individual's Social Security number;

14.2.1.2. The date of admission;

14.2.1.3. Name, address, and telephone number of the individual's:

14.2.1.3.1. Legal guardian;

14.2.1.3.2. Representative payee;

14.2.1.3.3. Emergency contact;

14.2.1.3.4. The person or entity referring the individual for services, as applicable;

14.2.1.3.5. Primary health care provider;

14.2.1.3.6. Behavioral health care provider, if applicable;

14.2.1.3.7. Public or private health insurance provider(s), or both;

14.2.1.4. The individual's religious preference, if any;

14.2.1.5. The individual's personal health history;

14.2.1.6. The individual's mental health history;

14.2.1.7. Current medications;

14.2.1.8. Records and reports prepared prior to the individual's current admission and determined by the counselor to be relevant; and

14.2.1.9. Signed receipt of notification of individual rights;

14.2.2. Second section, Screening/Assessment/Evaluation:

14.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit B.

14.2.3. Third section, Treatment Planning:

14.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Exhibit B and in this Exhibit B-1; and

14.2.3.2. Signed and dated progress notes and reports from all programs involved.

14.2.4. Fourth section, Discharge Planning:

14.2.4.1. A narrative discharge summary, as required in this Exhibit B-1.

14.2.5. Fifth section, Releases of Information/Miscellaneous:

14.2.5.1. Release of information forms compliant with 42 CFR, Part 2;

14.2.5.2. Any correspondence pertinent to the individual; and

14.2.5.3. Any other pertinent information the Contractor deemed significant.

14.3. If the Contractor utilizes a paper format record system, then the sections identified above shall be tabbed sections.

15. Medication Services

15.1. The Contractor shall ensure no administration of medications, including physician samples, occur except by a licensed medical practitioner working within their scope of practice.

15.2. The Contractor shall ensure all prescription medications brought by an individual to program are in their original containers and legibly display the following information:

15.2.1. The individual's name;

15.2.2. The medication name and strength;

15.2.3. The prescribed dose;

15.2.4. The route of administration;

15.2.5. The frequency of administration; and

15.2.6. The date ordered.

15.3. The Contractor shall ensure any change or discontinuation of prescription medications includes a written order from a licensed practitioner.

15.4. The Contractor shall ensure all prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the individual's person or stored in the individual's room, are stored as follows:

15.4.1. All medications are kept in a storage area that is:

15.4.1.1. Locked and accessible only to authorized personnel;

15.4.1.2. Organized to allow correct identification of each individual's medication(s);

15.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and

15.4.1.4. Equipped to maintain medication at the proper temperature;

15.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, are kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and

15.4.3. Topical liquids, ointments, patches, creams and powder forms of products are stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.

15.5. The Contractor shall ensure medication belonging to staff are only accessible to staff and are stored separately from medications belonging to individuals served.

15.6. The Contractor shall ensure over-the-counter (OTC) medications brought into the program by individuals receiving services are:

15.6.1. In original, unopened containers;

15.6.2. Are stored in accordance with this Exhibit B-1;

15.6.3. Are marked with the name of the individual using the medication; and

15.6.4. Are taken in accordance with the directions on the medication container or as ordered by a licensed practitioner.

15.7. The Contractor shall ensure all medications self-administered by an individual, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the individual without supervision, are supervised by the program staff. The Contractor shall ensure staff:

15.7.1. Remind the individual to take the correct dose of their medication at the correct time;

15.7.2. May open the medication container but do not physically handle the medication itself in any manner; and

15.7.3. Remain with the individual to observe them taking the prescribed dose and type of medication;

15.7.4. Document each medication taken in an individual's medication log, which includes:

15.7.4.1. The medication name, strength, dose, frequency and route of administration;

15.7.4.2. The date and the time the medication was taken;

15.7.4.3. The signature or identifiable initials of the staff supervising the consumption of the medication by the individual receiving services; and

15.7.4.4. The reason for any medication refused or omitted, as applicable.

15.8. The Contractor shall ensure the individual's medication log is included in the individual's record and any remaining medication is taken with the individual upon their discharge.

16. Notice of Rights for Individuals Receiving Services

16.1. The Contractor shall ensure programs inform individuals of their rights in clear, understandable language and form, both verbally and in writing. The Contractor shall ensure:

16.1.1. Applicants for services are informed of their rights to evaluations and access to treatment;

16.1.2. Individuals are advised of their rights upon entry into any program and annually thereafter; and

16.1.3. Initial and annual notifications of individual rights are documented in the individual's record.

16.2. The Contractor shall ensure every program within the service delivery system posts notice of the rights, as follows:

16.2.1. The notice is continually posted in an area accessible by all;

16.2.2. The notice is presented in clear, understandable language and form; and

16.2.3. Each program and residence has, on the premises, complete copies of rules pertaining to individual rights that are available for individual review.

17. Fundamental Rights of Individuals Receiving Services

17.1. The Contractor shall ensure no individual receiving treatment for a substance use disorder is deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.

18. Personal Rights

18.1. The Contractor shall ensure individuals who are applicants for services or receiving services are treated by program staff with dignity and respect at all times.

18.2. The Contractor shall ensure individuals are free from abuse, neglect and exploitation which may include, but is not limited to:

18.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;

18.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the individual or others; and

18.2.3. Freedom from personal or financial exploitation.

18.3. The Contractor shall ensure individuals receiving services retain the right to privacy.

19. Client Confidentiality

19.1. The Contractor shall comply with the confidentiality requirements in 42 CFR part 2.

19.2. The Contractor shall ensure copies of individual service records for the individual, attorney or other authorized person are available at no charge for the first 25 pages and not more than $0.25 per page thereafter, after review of the record.

19.3. The Contractor shall ensure, if a minor age 12 or older is treated for substance use disorders without parental consent as authorized by RSA 318:B12-a:

19.3.1. The minor's signature alone authorizes a disclosure; and

19.3.2. Any disclosure to the minor's parents or guardians requires a signed authorization to release.

20. Grievances of Individuals Receiving Services

20.1. The Contractor shall ensure individuals receiving services have the right to complain about any matter, including any alleged violation of a right afforded by this Exhibit B-1 or by any state or federal law or rule.

20.2. The Contractor shall ensure any person has the right to complain or bring a grievance on behalf of an individual or a group of individuals.

21. Treatment Rights

21.1. The Contractor shall ensure individuals receiving services have the right to adequate and humane treatment, including:

21.1.1. The right of access to treatment including:

21.1.1.1. The right to evaluation to determine an individual's need for services and to determine which programs are most suited to provide the services needed; and

21.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and

21.1.2. The right to quality treatment including:

21.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the individuals and programs providing the treatment and to the conditions for which the individual is being treated;

21.1.3. The right to receive services in such a manner as to promote the individual's full participation in the community;

21.1.4. The right to receive all services or treatment to which an individual is entitled in accordance with the time frame set forth in the individual's treatment plan;

21.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with this Exhibit B-1 which addresses the individual's own goals;

21.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the individual to participate in meaningful activities in the communities in which the individual lives and works;

21.1.7. The right to services and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:

21.1.7.1. Freedom of movement; and

21.1.7.2. Participation in the community, while providing the level of support needed by the individual;

21.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:

21.1.8.1. Whenever possible, the consent shall be given in writing; and

21.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;

21.1.9. The right to refuse to participate in any form of experimental treatment or research;

21.1.10. The right to be fully informed of one's own diagnosis and prognosis;

21.1.11. The right to voluntary placement including the right to:

21.1.11.1. Seek changes in placement, services or treatment at any time; and

21.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;

21.1.12. The right to services which promote independence including services directed toward:

21.1.12.1. Eliminating, or reducing as much as possible, the individual's needs for continued services and treatment; and

21.1.12.2. Promoting the ability of the individuals to function at their highest capacity and as independently as possible;

21.1.13. The right to refuse medication and treatment;

21.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;

21.1.15. The right to consultation and second opinion including:

21.1.15.1. At the individual's own expense, the consultative services of:

21.1.15.1.1. Private physicians;

21.1.15.1.2. Psychologists;

21.1.15.1.3. Licensed drug and alcohol counselors; and

21.1.15.1.4. Other health practitioners; and

21.1.15.2. Granting to such health practitioners reasonable access to the individual, as required by Section 19.1.15, in programs and allowing such practitioners to make

recommendations to programs regarding the services and treatment provided by the programs;

21.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring an individual's participation and informed decision-making:

21.1.16.1. Guardian;

21.1.16.2. Representative;

21.1.16.3. Attorney;

21.1.16.4. Family member;

21.1.16.5. Advocate; or

21.1.16.6. Consultant; and

21.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical, or pharmacological restraint, unless the individual is at risk of self-harm or harm to others.

21.2. The Contractor shall ensure no treatment professional is required to administer treatment contrary to such professional's clinical judgment.

21.3. The Contractor shall ensure programs maximize the decision-making authority of the individual.

21.4. The Contractor shall ensure the following provisions apply to individuals for whom a guardian has been appointed by a court:

21.4.1. The guardian and all individuals involved in the provision of services are made aware of the individual's views, preferences and aspirations;

21.4.2. A guardian only makes decisions that are within the scope of the powers set forth in the guardianship order issued by the court;

21.4.3. The program requests a copy of the guardianship order from the guardian;

21.4.4. The order is kept in the individual's record at the program;

21.4.5. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the individual's choice and preference relative to those issues prevail unless the guardian's authority is expanded by the court to include those issues;

21.4.6. A program takes steps that are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:

21.4.6.1. Reviewing with the guardian the limits on their decision-making authority; and

21.4.6.2. Bringing the matter to the attention of the court that appointed the guardian, if necessary;

21.4.7. The guardian acts in a manner that furthers the best interests of the individual;

21.4.8. In acting in the best interests of the individual, the guardian takes the views, preferences, and aspirations of the individual into consideration;

21.4.9. The program takes steps that are necessary to prevent a guardian from acting in a manner that does not further the best interests of the individual and, if necessary, brings the matter to the attention of the court that appointed the guardian; and

21.4.10. In the event that there is a dispute between the program and the guardian, the program informs the guardian of their right to bring the dispute to the attention of the court that appointed the guardian.

22. Termination of Services

22.1. The Contractor shall terminate an individual from services if the individual:

22.1.1. Endangers or threatens to endanger other individuals or staff, or engages in illegal activity on the property of the program;

22.1.2. Is no longer benefiting from the service(s) provided;

22.1.3. Cannot agree with the Contractor on a mutually acceptable course of treatment;

22.1.4. Refuses to pay for the services received despite having the financial resources to do so; or

22.1.5. Refuses to apply for benefits that could cover the cost of the services received despite the fact that the individual is or may be eligible for benefits.

22.2. The Contractor shall ensure termination does not occur unless the program has given both written and verbal notice to the individual and individual's guardian, if any, that:

22.2.1. Identifies the effective date of termination;

22.2.2. Lists the clinical or management reasons for termination; and

22.2.3. Explains the rights to appeal and the appeal process.

22.3. The Contractor shall document in the service record of an individual who has been terminated that:

22.3.1. The individual has been notified of the termination; and

22.3.2. The termination has been approved by the program administrator.

23. Rights for Individuals Receiving Residential Programs

23.1. The Contractor shall ensure individuals of residential programs retain the following rights:

23.1.1. The right to a safe, sanitary, and humane living environment;

23.1.2. The right to privately communicate with others, including:

23.1.2.1. The right to send and receive unopened and uncensored correspondence;

23.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive a reasonable number of telephone calls, except that residential programs may require an individual to reimburse them for the cost of any calls made by the individual; and

23.1.2.3. The right to receive and to refuse to receive visitors, except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services;

23.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for individuals to engage in such activities;

23.1.4. The right to privacy, including the following:

23.1.4.1. The right to courtesies that include, but are not limited to, knocking on closed doors before entering and ensuring privacy for telephone calls and visits;

23.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and

23.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;

23.1.5. The right to individual choice, including the following:

23.1.5.1. The right to keep and wear their own clothes;

23.1.5.2. The right to space for personal possessions;

23.1.5.3. The right to keep and to read materials of their own choosing;

23.1.5.4. The right to keep and spend their own money; and

23.1.5.5. The right not to perform work for the Contractor and to be compensated for any work performed, except that:

23.1.5.5.1. Individuals may be required to perform personal housekeeping tasks within the individual's own

immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and

23.1.5.5.2. Individuals may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the individual is compensated for work performed; and

23.1.5.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.

23.2. The Contractor shall ensure policies governing individual behavior within a residence are developed, implemented, and available to the Department as requested. The Contractor shall ensure:

23.2.1. Individuals are informed of any house policies upon admission to the residence.

23.2.2. House policies are posted and such policies shall conform with this section.

23.2.3. House policies are periodically reviewed for compliance with this section in connection with quality assurance site visits.

23.2.4. Notwithstanding Section 23.1.4.3 above, development of policies and procedures allowing searches for alcohol and illicit drugs to be conducted:

23.2.4.1. Upon the individual's admission to the program; and

23.2.4.2. If probable cause exists, including such proof as:

23.2.4.2.1. A positive test showing presence of alcohol or illegal drugs; or

23.2.4.2.2. Showing physical signs of intoxication or withdrawal.

24. State and Federal Requirements

24.1. If there is any error, omission, or conflict in the requirements listed below, the applicable federal, state, and local regulations, rules and requirements shall take precedence. The requirements specified below are provided herein to increase the Contractor's compliance.

24.2. The Contractor agrees to the following state and/or federal requirements for specialty treatment for pregnant and parenting women:

24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.2. The program provides or arranges for primary medical care for women who are receiving substance use disorder services, including prenatal care.

24.2.3. The program provides or arranges for childcare with the women are receiving services.

24.2.4. The program provides or arranges for primary pediatric care for the women's children, including immunizations.

24.2.5. The program provides or arranges for gender-specific substance use disorder treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, neglect, and parenting.

24.2.6. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.

24.2.7. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.

24.3. The Contractor shall assist the individual in finding and engaging in a service, which may include, but is not limited to, helping the individual locate an appropriate provider, referring individuals to the needed service provider, setting up appointments for individuals with those providers, and assisting the individual with attending appointments with the service provider(s).

24.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:

24.4.1. Within seven (7) days of reaching 90% of capacity, the program notifies the Department that 90% capacity has been reached.

24.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug use not later than:

24.4.2.1. 14 days after making the request; or

24.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance use disorder treatment program.

24.4.3. The program has established a waitlist that includes a unique patient identifier for each injecting drug user seeking treatment, including individuals receiving interim services while awaiting admission.

24.4.4. The program has a mechanism that enables it to:

24.4.4.1. Maintain contact with individuals awaiting admission;

24.4.4.2. Admit or transfer waiting list individuals at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the individual; and

24.4.4.3. The program takes individuals awaiting treatment off the waiting list only when one of the following conditions exist:

24.4.4.3.1. Individuals cannot be located for admission into treatment or

24.4.4.3.2. Individuals refuse treatment

24.4.5. The program includes activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.

24.4.6. The program has procedures for:

24.4.6.1. Selecting, training, and supervising outreach workers.

24.4.6.2. Contacting, communicating, and following up with individuals at high-risk of substance misuse, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.

24.4.6.3. Promoting awareness among people who inject drugs about the relationship between injection drug use and communicable diseases.

24.4.6.4. Recommending steps that can be taken to ensure communicable diseases do not occur.

24.4.7. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance use disorder services, except in cases when each of the following conditions is met:

24.4.7.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.

24.4.7.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.

24.4.7.3. A physician makes a determination that the following conditions have been met:

24.4.7.3.1. The primary diagnosis of the individual is substance use disorder and the physician certifies that fact.

24.4.7.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.

24.4.7.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.

24.4.7.3.4. The hospital-based substance use disorder program follows national standards of substance use disorder professional practice.

24.4.7.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)

24.4.8. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.

24.4.9. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.

24.4.10. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.

24.4.11. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.

24.4.12. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.

24.4.13. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.

24.4.14. The program uses the SAPT Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:

24.4.14.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program; and

24.4.14.2. Secure payments from individuals for services in accordance with their ability to pay.

24.4.15. The Contractor shall comply with all relevant state and federal laws such as but not limited to:

24.4.15.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale in Exhibit C shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.

24.4.15.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT C – Amendment #1

Payment Terms

1. This Agreement is funded by:
   1.1. 16.35%, federal funds from the Substance Abuse Prevention and Treatment Block Grant, as awarded October 1, 2020 and October 1, 2021, by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, CFDA 93.959 FAIN TI083464.
   1.2. 27.01%, federal funds from the State Opioid Response Grant, as awarded September 30, 2021, by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, CFDA # 93.788, FAIN TI083326, which are only ***effective from the contract effective date through September 29, 2022***.
   1.3. 8.42% General funds.
   1.4. 48.22% Other funds (Governors Commission).
2. For the purposes of this Agreement:
   2.1. The Department has identified the Contractor as a SUBRECIPIENT, in accordance with 2 CFR 200.331.
   2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
   2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
3. 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 item, as specified in Exhibits C-1, Women's SUD Treatment Services Budget through Exhibit C-9, Residential Services Budget.
   3.1. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
   3.2. Ensure approval for Exhibits C-1, Women's SUD Treatment Services Budget through Exhibit C-9, Residential Budget is received from the Department prior to submitting invoices for payment.
   3.3. Request payment for actual expenditures incurred in the fulfillment of this Agreement, and in accordance with the Department-approved budgets.

4. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days from the contract Effective Date, which shall be retained by the Department. The Contractor shall submit budgets as follows:
    4.1. One (1) budget for each tiered service that specifies expenses for the period from October 1, 2021 through June 30, 2022, as follows:
        4.1.1. Exhibit C-1, Women's SUD Treatment Services Budget
        4.1.2. Exhibit C-2, Amendment #1, Tranistional Living Program Budget
        4.1.3. Exhibit C-3, Residential Services Budget
5. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2022, which shall be retained by the Department. The Contractor shall submit budgets as follows:
    5.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2022 through June 30 2023, as follows:
        5.1.1. Exhibit C-4, Women's SUD Treatment Services Budget
        5.1.2. Exhibit C-5, Tranistional Living Program Budget
        5.1.3. Exhibit C-6, Residential Services Budget
6. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2023, which shall be retained by the Department. The Contractor shall submit budgets as follows:
    6.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2023 through September 29, 2023, as follows:
        6.1.1. Exhibit C-7, Women's SUD Treatment Services Budget
        6.1.2. Exhibit C-8, Tranistional Living Program Budget
        6.1.3. Exhibit C-9, Residential Services Budget
7. The Contractor shall bill and seek reimbursement for services provided to individuals as follows:
    7.1. For individuals enrolled through the Department's Medicaid or Medicare Fee for Service program in accordance with the current, publically posted Fee for Service (FFS) schedule.
    7.2. 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.

For individuals whose private insurer will not remit payment for the full amount, the Contractor shall bill the individual based on the sliding fee scale below.

Percentage of Individual's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit C-1, to Charge the Individual
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

7.3. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in approved budgets for which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor shall directly bill the Department to access funds in this Agreement.

7.4. Invoices for individuals without health insurance or other coverage for the services they receive, and for operational costs must include general ledger detail indicating the invoice is only for net expenses.

7.5. Services provided to incarcerated individuals will be reimbursable only with General Funds and Governor Commission Funds for actual costs incurred, and payable upon Department approval.

8. Additional Billing/Reporting Requirements

8.1. The Contractor shall maintain documentation that includes, but is not limited to:

8.1.1. Medicaid and/or Medicare ID of the individual receiving services.

8.1.2. WITS ID of the individual receiving services, if applicable.

8.1.3. Date range of stay per individual for which expenses apply.

8.1.4. Level of Care for which the individual received services for the date range identified in 8.1.3.

8.2. The Contractor shall ensure individuals receiving services rendered from SOR funds have a documented history or current diagnoses of Opioid Use Disorder (OUD) or Stimulant Use Disorders.

8.3. The Contractor shall coordinate ongoing care for all individuals with documented history or current diagnoses of OUD or Stimulant Use Disorder, receiving services rendered from SOR funds, with Doorways in

accordance with 42 CFR Part 2.

9. Non-Reimbursement for Services

9.1. The Department shall not reimburse the Contractor for services provided through this contract when an individual has or may have an alternative payer for services described in the Exhibit B, Scope of Work, including, but not limited to:

9.1.1. Services covered by any Medicaid programs for individuals who are eligible for Medicaid.

9.1.2. Services covered by Medicare for individuals who are eligible for Medicare.

9.2. Notwithstanding Section 9.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when an individual needs a service that is not covered by the payers listed in Section 9.1.

9.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.

9.4. Notwithstanding Section 9.1 above, when payment of the deductible or copay, as determined by the WITS fee determination model described in Exhibit B, Scope of Work, Section 3.4, Eligibility and Intake, would constitute a financial hardship for the individual, the Contractor shall seek reimbursement from the State for the deductible based on the sliding fee scale, not to exceed $4,000 per individual, per treatment episode.

9.5. For the purposes of this section, financial hardship is defined as the individual's monthly household income being less than the deductible plus the federally-defined monthly cost of living (COL), and

9.5.1. If the individual owns a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	$3,119.90	$3,964.90	$4,252.10	$4,798.80	$4,643.90

9.5.2. If the individual does not own a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	$2,570.90	$3,415.90	$3,703.10	$4,249.80	$4,643.90

10. The Contractor shall submit an invoice and supporting backup documentation to the Department no later than the 15th working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall:
    10.1. Ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
    10.2. Ensure invoices are net any other revenue received towards the services billed in fulfillment of this Agreement.
    10.3. Ensure backup documentation includes, but is not limited to:
        10.3.1. General Ledger showing revenue and expenses for the contract.
        10.3.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
            10.3.2.1. Per 45 CFR Part 75.430(i)(1), charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
            10.3.2.2. Attestation and time tracking templates, which are available to the Department upon request.
        10.3.3. Receipts for expenses within the applicable state fiscal year.
        10.3.4. Cost center reports.
        10.3.5. Profit and loss reports.
        10.3.6. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.
        10.3.7. Information requested by the Department verifying allocation or offset based on third party revenue received.
        10.3.8. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.
11. The Contractor shall review and comply with further restrictions included in the Funding Opportunity Announcement (FOA).
12. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to invoicesforcontracts@dhhs.nh.gov, or invoices may be mailed to:

    Program Manager
    Department of Health and Human Services
    Bureau of Drug & Alcohol Services
    105 Pleasant Street
    Concord, NH 03301

13. The Contractor agrees that billing submitted for review 60 days after the last day of the billing month may be subject to non-payment.
14. The Department shall make payment to the Contractor within 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.
15. The final invoice shall be due to the Department no later than 40 days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
16. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
17. 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.
18. 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.
19. 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.
20. Audits
    - 20.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if **any** of the following conditions exist:
        - 20.1.1. 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.
        - 20.1.2. 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.
        - 20.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

20.2. 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.

20.3. 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.

20.4. 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.

20.5. 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.

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 the "Standards for Privacy and Security of Individually Identifiable Health Information," 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Part 1&2 of the "American Recovery and Reinvestment Act of 2009," 42 USC 17934, et sec., applicable to business associates, and also agrees to comply with the "Confidentiality of Substance use Disorder Patient Records," 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as applicable, and as these laws may be amended from time to time.

(1) Definitions.

a. "Business Associate" shall mean the Contractor and its agents that receive, use, transmit, 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.

b. The following terms have the same meaning as defined in HIPAA 45 CFR Parts 160, 162 and 164 and the HITECH Ac as they may be amended from time to time:

"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."

c. 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.

d. "Part 2 record," means any "Record" relating to a "Patient, and "Patient Identifying Information," as defined in 42 CFR Part 2.11 relating to substance use disorder Part 2 records.

e. "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 the Scope of Work of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall protect all 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.

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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.

c. To the extent Business Associate is permitted under the Agreement and the BAA to disclose PHI to any third party or subcontractor, prior to making any such disclosure, the Business Associate must obtain a business associate agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in its business associate agreement with the third party or subcontractor.

d. The Business Associate shall not disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure the Business Associate agrees to refrain from disclosing the PHI, until such time as a court orders the disclosure. If applicable, in any judicial proceeding, the Business Associate shall resist any efforts to access any Part 2 records.

(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 and Part 2, as applicable.

b. The Business Associate shall immediately notify the Covered Entity at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that a known or suspected privacy or security incident or breach has occurred potentially exposing or compromising PHI. This includes inadvertent or accidental uses, disclosures, incidents or breaches of unsecured PHI.

c. In the event of a breach, the Business Associate shall comply with all applicable terms of this BAA, and the information security requirements addendum of the Agreement.

d. The Business Associate agrees to perform a risk assessment, based on the information available at the time, when it becomes aware of any known or suspected privacy or information security incident or breach as described above and communicate that assessment to the Covered Entity. The risk assessment shall include at a minimum, but not be limited to:

- The nature and extent of the PHI 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; and
- The extent to which the risk to the protected health information has been mitigated.

e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in writing to the Covered Entity as soon as practicable after the conclusion of the investigation.

f. 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.

g. As stated in 2.c. above, Business Associate shall require any subcontractor or 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 of the use and disclosure of PHI contained herein, and comply with the duty to return or destroy the PHI as provided under Section 3 (m). In addition, the Business Associate shall require all third party contractors or business associates of the Business Associate receiving PHI pursuant to the Agreement to agree to the Business Associates' rights of enforcement and indemnification from such third party or contractor for the purpose of use and disclosure of protected health information.

h. Within ten (10) 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 BAA and the Agreement.

i. 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.

j. 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.

k. 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.

l. 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

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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.

m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within ten (10) 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.

n. 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.

- If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI. A current version of the Covered Entity's Notice of Privacy Practices is attached to the end of this BAA. Any changes in the Covered Entities' website: https://www.dhhs.nh.gov/oos/hipaa/publications.htm

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 General Provisions (P-37 of the Agreement, the

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2/8/2022
Date

Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the BAA. 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, Laws, and Regulatory References. All terms and regulations used herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this BAA to a Section in HIPAA or 42 CFR Part 2, 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 BAA, from time to time as is necessary for Covered Entity and the Business Associate to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, 42 CFR Part 2, 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 and Business Associate to comply with HIPAA and 42 CFR Part 2.

e. Segregation. If any term or condition of this BAA 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 BAA I are declared severable.

f. Survival. Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Business Associate Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of BAA...

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Date 2/8/2022

New Hampshire Department of Health and Human Services

Exhibit I – Amendment #1

IN WITNESS WHEREOF, the parties hereto have duly executed this BAA.

Department of Health and Human Services	Dismas Home NH, INc
The State	Name of the Contractor
DocuSigned by: Katja S. Fox ED9D05B04C63442...	DocuSigned by: Cheryll Andrews B40FD1C4B527454...
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Cheryll Andrews
Name of Authorized Representative	Name of Authorized Representative
Director	Executive Director
Title of Authorized Representative	Title of Authorized Representative
2/9/2022	2/8/2022
Date	Date

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2/8/2022
Date

Exhibit L – Amendment #1

Sample

ASAM END USER LICENSE AGREEMENT

This End User License Agreement ("EULA") is made this _____ by the undersigned provider ("ELIGIBLE PROVIDER") with the American Society of Addiction Medicine ("LICENSOR") with offices at 11400 Rockville Pike Suite 200, Rockville, MD 20852 and <PUBLIC ENTITY NAME> ("LICENSEE") with offices at <PUBLIC ENTITY OFFICE LOCATION>. Capitalized terms not defined herein shall have the meanings as set forth in the Agreement.

WHEREAS, LICENSOR and LICENSEE entered into the Public Entity Permission Agreement ("Agreement") on [DATE];

WHEREAS, ELIGIBLE PROVIDER desires to be subject to a non-transferrable sub-licensee to use the WORK pursuant to the terms of the Agreement; and

WHEREAS, ELIGIBLE PROVIDER desires to be subject to the Agreement; and

NOW THEREFORE, in order to be legally bound, and for good and valuable consideration, which is hereby acknowledged, ELIGIBLE PROVIDER elects as follows:

1. ELIGIBLE PROVIDER hereby agrees to participate, comply and be bound by the terms of the Agreement. ELIGIBLE PROVIDER represents that it has reviewed the Agreement attached hereto which is made a part of and incorporated herein.

2. ELIGIBLE PROVIDER shall be permitted to describe, characterize, market, or otherwise communicate their compliance with the ASAM Criteria and delivery of specific ASAM Level(s) of Care to the extent the WORK is incorporated into state laws or policies that ELIGIBLE PROVIDER is subject to. Such communications may use plain-text versions of the ASAM trademark and The ASAM Criteria trademark, but shall not use any logo, seal, or graphic incorporating the ASAM or The ASAM Criteria trademark without separate, direct permission from ASAM. ELIGIBLE PROVIDER shall not be permitted to incorporate ASAM Criteria content in their other business operations, including digital technology and commercial training services, unless they have a separate, direct agreement with ASAM to license the ASAM Criteria.

3. ELIGIBLE PROVIDER agrees that LICENSOR retains the right to review and approve the ELIGIBLE PROVIDER's public communications described in paragraph 2 upon request, such approval not to be unreasonably withheld, and ELIGIBLE PROVIDER agrees to make such public communications only in the form approved by LICENSOR. ELIGIBLE PROVIDER agrees to provide to LICENSOR the means to access any

public communications described in paragraph 2 for the limited purpose of ensuring compliance with this Agreement. LICENSOR agrees to notify ELIGIBLE PROVIDER of any objections to its public communications within thirty (30) business days of LICENSOR's review. If LICENSOR does not approve the public communications subject to paragraph 2, ELIGIBLE PROVIDER may redesign and/or modify them and submit to further review by LICENSOR. In the event that LICENSOR has not approved the public communications within 180 days following the initial review, the LICENSOR may terminate this EULA.

4. LICENSOR shall have the right to immediately terminate this EULA only by providing written notice of such termination to ELIGIBLE PROVIDER in the event that ELIGIBLE PROVIDER fails to abide by any of the terms and conditions of this Agreement, in the event that ELIGIBLE PROVIDER's license, contract, or other arrangement with LICENSEE terminates or expires for any reason, or in the event that ELIGIBLE PROVIDER's continued use of the WORK or operation of the OPERATIONS is reasonably determined by LICENSOR to be materially detrimental to the interests of ASAM and its members. In the event of a termination of this Agreement for any reason, all rights with respect to the WORK shall automatically revert to LICENSOR. Termination of this EULA shall be without prejudice to any rights of either party at law or equity.

5. In the event of a conflict between the terms of any other agreements between LICENSEE agreement and ELIGIBLE PROVIDER and the Agreement, the terms of the Agreement shall control as to ELIGIBLE PROVIDER's, LICENSOR's, and LICENSEE's obligations under the Agreement.

The ELIGIBLE PROVIDER hereby accepts the terms contained herein by signing below.

ELIGIBLE PROVIDER

By: _____

Print Name: _____

Title: _____

Address: _____

Email address: _____

Telephone number: _____

National Provider Identifier: _____

Date: _____

DS

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State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that DISMAS HOME OF NEW HAMPSHIRE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 01, 2014. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **719017**

Certificate Number: **0005346216**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of April A.D. 2021.

William M. Gardner
Secretary of State

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DISMAS HOME
NEW HAMPSHIRE

CONSENT RESOLUTION:

Consent to action without meeting of the directors Dismas Home, NH Inc. this day February 8, 2022

BACKGROUND:

A. The Department of Health and Human Services is requesting a signature on RFP-2022-BDAS-01-SUBST contract awarded limited to the amount of: **$1,026,316**

IT WAS RESOLVED THAT:

B. The Executive Committee approved Cheryll Andrews, Executive Director to sign and accept RFP-2022-BDAS-01-SUBST contract awarded limited to the amount of: **$1,026,316**

Dated in the state of New Hampshire on this day February 8, 2022

Signed:  Date: 2-8-2022

Print: Paul Young, Board Chair, Dismas Home of NH, Inc.

DocuSign Envelope ID: 523BCEC5-5C48-4630-A554-9773600A6A0F

DISMHOM-01 TBRAND

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/13/2021

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	CONTACT NAME: Theresa Brandon	
MBI Company Group LLC. 280 State Street North Haven, CT 06473	PHONE (A/C, No, Ext): (203) 288-3401	FAX (A/C, No):
	E-MAIL ADDRESS: theresa.brandon@mbi-ins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Technology Insurance Company	42376
INSURED	INSURER B : AmTrust North America	
Dismas Home of New Hampshire Inc. P.O. Box 73 North Sutton, NH 03260	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			WPP191763500	5/11/2021	5/11/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			WPP1920787 00	5/11/2021	5/11/2022	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			WUM182082102	5/11/2021	5/11/2022	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WWC3533295	5/11/2021	5/11/2022	X PER STATUTE X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Professional Liab.			WPP191763500	5/11/2021	5/11/2022	1,000,000	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Theresa Brandon

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DISMAS HOME
NEW HAMPSHIRE

Mission Statement

Operating since September of 2016, Dismas Home NH is a licensed ASAM 3.1 low intensity treatment program which serves up to 8 residents at a time in a home at 102 Fourth Street, Manchester. Dismas Home serves previously incarcerated women diagnosed with substance use disorder. The 4 phase, treatment program focuses on the physical and mental health of residents and their recovery from substance addictions. The program also offers pathways to education, employment, and housing as they transition back into the community somewhere between 90 days and one year. The statistics show that the stronger the new habits are, the better the chances women have, to be successful long term.

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EXTENDED TO NOVEMBER 15, 2021

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2020

Open to Public Inspection

A For the 2020 calendar year, or tax year beginning and ending

B Check if applicable:
- ☐ Address change
- ☐ Name change
- ☐ Initial return
- ☐ Final return/ terminated
- ☐ Amended return
- ☐ Application pending

C Name of organization: DISMAS HOME OF NEW HAMPSHIRE

Doing business as:

Number and street (or P.O. box if mail is not delivered to street address): 102 FOURTH STREET

Room/suite:

City or town, state or province, country, and ZIP or foreign postal code: MANCHESTER, NH 03102

F Name and address of principal officer: PAUL YOUNG
ONE PUMPKIN CIRCLE, EXETER, NH 03833

D Employer identification number: 47-2722572

E Telephone number: 603-782-3004

G Gross receipts $: 438,008.

H(a) Is this a group return for subordinates? ☐ Yes ☒ No

H(b) Are all subordinates included? ☐ Yes ☐ No

If "No," attach a list. See instructions

H(c) Group exemption number ▶

I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) ( ) ◀ (insert no.) ☐ 4947(a)(1) or ☐ 527

J Website: ▶ WWW.DISMASHOMENH.ORG

K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other ▶

L Year of formation: 2015

M State of legal domicile: NH

Part I Summary

1 Briefly describe the organization's mission or most significant activities: HELPING THE FORMERLY INCARCERATED WITH A SECOND CHANCE FOR A NEW BEGINNING. THE

2 Check this box ▶ ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	3	10
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	10
5	Total number of individuals employed in calendar year 2020 (Part V, line 2a)	5	10
6	Total number of volunteers (estimate if necessary)	6	26
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
b	Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0.

		Prior Year	Current Year
8	Contributions and grants (Part VIII, line 1h)	239,228.	342,771.
9	Program service revenue (Part VIII, line 2g)	81,376.	73,713.
10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	29.	74.
11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	0.	21,450.
12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	320,633.	438,008.
13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.	0.
14	Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	218,521.	290,740.
16a	Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
b	Total fundraising expenses (Part IX, column (D), line 25) ▶ 1,938.		
17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	86,361.	117,149.
18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	304,882.	407,889.
19	Revenue less expenses. Subtract line 18 from line 12	15,751.	30,119.

		Beginning of Current Year	End of Year
20	Total assets (Part X, line 16)	198,974.	410,039.
21	Total liabilities (Part X, line 26)	6,642.	187,588.
22	Net assets or fund balances. Subtract line 21 from line 20	192,332.	222,451.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

▶ Signature of officer — Date

▶ JOHN WALLACE, DIRECTOR
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name: JOHN D. CALLAHAN, JR., CP	Preparer's signature	Date: 08/20/21	Check ☐ if self-employed	PTIN: P00447720
Firm's name ▶ LEONE, MCDONNELL & ROBERTS, P.A.				Firm's EIN ▶ 02-0417217
Firm's address ▶ 61 SOUTH MAIN STREET, PO BOX 1140 WOLFEBORO, NH 03894				Phone no. (603) 569-1953

May the IRS discuss this return with the preparer shown above? See instructions ☒ Yes ☐ No

SEE SCHEDULE O FOR ORGANIZATION MISSION STATEMENT CONTINUATION

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III X

1 Briefly describe the organization's mission:
THE DISMAS HOME OF NEW HAMPSHIRE PROVIDES A SAFE, NURTURING ENVIRONMENT TO FORMERLY INCARCERATED WOMEN. THESE WOMEN OFTEN HAVE NO PLACE TO GO BUT THE STREETS, A CHEAP BOARDING HOUSE OR A LOCATION AND SITUATION THAT CONTRIBUTED TO THE PROBLEMS LEADING TO THEIR

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? ..... ☐ Yes ☒ No
If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? ..... ☐ Yes ☒ No
If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses $ 391,359. including grants of $) (Revenue $ 95,237.)
IN 2016 THE ORGANIZATION OPENED ITS FIRST HOME LOCATED IN MANCHESTER, NH. THE HOME HOUSES FORMERLY INCARCERATED FEMALES AND ASSISTS WITH THEIR REINTERGRATION INTO THE COMMUNITY.

4b (Code:) (Expenses $ including grants of $) (Revenue $)

4c (Code:) (Expenses $ including grants of $) (Revenue $)

4d Other program services (Describe on Schedule O.)
(Expenses $ including grants of $) (Revenue $)

4e Total program service expenses ▶ 391,359.

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Part IV Checklist of Required Schedules

			Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? *If "Yes," complete Schedule A*	1	X	
2	Is the organization required to complete *Schedule B, Schedule of Contributors*?	2	X	
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? *If "Yes," complete Schedule C, Part I*	3		X
4	**Section 501(c)(3) organizations.** Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? *If "Yes," complete Schedule C, Part II*	4		X
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? *If "Yes," complete Schedule C, Part III*	5		X
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? *If "Yes," complete Schedule D, Part I*	6		X
7	Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? *If "Yes," complete Schedule D, Part II*	7		X
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? *If "Yes," complete Schedule D, Part III*	8		X
9	Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? *If "Yes," complete Schedule D, Part IV*	9		X
10	Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? *If "Yes," complete Schedule D, Part V*	10		X
11	If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.			
a	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? *If "Yes," complete Schedule D, Part VI*	11a	X	
b	Did the organization report an amount for investments - other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VII*	11b		X
c	Did the organization report an amount for investments - program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VIII*	11c		X
d	Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part IX*	11d		X
e	Did the organization report an amount for other liabilities in Part X, line 25? *If "Yes," complete Schedule D, Part X*	11e	X	
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? *If "Yes," complete Schedule D, Part X*	11f		X
12a	Did the organization obtain separate, independent audited financial statements for the tax year? *If "Yes," complete Schedule D, Parts XI and XII*	12a		X
b	Was the organization included in consolidated, independent audited financial statements for the tax year? *If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional*	12b		X
13	Is the organization a school described in section 170(b)(1)(A)(ii)? *If "Yes," complete Schedule E*	13		X
14a	Did the organization maintain an office, employees, or agents outside of the United States?	14a		X
b	Did the organization have aggregate revenues or expenses of more than $10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at $100,000 or more? *If "Yes," complete Schedule F, Parts I and IV*	14b		X
15	Did the organization report on Part IX, column (A), line 3, more than $5,000 of grants or other assistance to or for any foreign organization? *If "Yes," complete Schedule F, Parts II and IV*	15		X
16	Did the organization report on Part IX, column (A), line 3, more than $5,000 of aggregate grants or other assistance to or for foreign individuals? *If "Yes," complete Schedule F, Parts III and IV*	16		X
17	Did the organization report a total of more than $15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? *If "Yes," complete Schedule G, Part I*	17		X
18	Did the organization report more than $15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? *If "Yes," complete Schedule G, Part II*	18		X
19	Did the organization report more than $15,000 of gross income from gaming activities on Part VIII, line 9a? *If "Yes," complete Schedule G, Part III*	19		X
20a	Did the organization operate one or more hospital facilities? *If "Yes," complete Schedule H*	20a		X
b	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b		
21	Did the organization report more than $5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? *If "Yes," complete Schedule I, Parts I and II*	21		X

Part IV Checklist of Required Schedules *(continued)*

			Yes	No
22	Did the organization report more than $5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? *If "Yes," complete Schedule I, Parts I and III*	22		X
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? *If "Yes," complete Schedule J*	23		X
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than $100,000 as of the last day of the year, that was issued after December 31, 2002? *If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a*	24a		X
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d		
25a	**Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.** Did the organization engage in an excess benefit transaction with a disqualified person during the year? *If "Yes," complete Schedule L, Part I*	25a		X
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? *If "Yes," complete Schedule L, Part I*	25b		X
26	Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? *If "Yes," complete Schedule L, Part II*	26		X
27	Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? *If "Yes," complete Schedule L, Part III*	27		X
28	Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions, for applicable filing thresholds, conditions, and exceptions):			
a	A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? *If "Yes," complete Schedule L, Part IV*	28a		X
b	A family member of any individual described in line 28a? *If "Yes," complete Schedule L, Part IV*	28b		X
c	A 35% controlled entity of one or more individuals and/or organizations described in lines 28a or 28b? *If "Yes," complete Schedule L, Part IV*	28c		X
29	Did the organization receive more than $25,000 in non-cash contributions? *If "Yes," complete Schedule M*	29		X
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? *If "Yes," complete Schedule M*	30		X
31	Did the organization liquidate, terminate, or dissolve and cease operations? *If "Yes," complete Schedule N, Part I*	31		X
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? *If "Yes," complete Schedule N, Part II*	32		X
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? *If "Yes," complete Schedule R, Part I*	33		X
34	Was the organization related to any tax-exempt or taxable entity? *If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1*	34		X
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a		X
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? *If "Yes," complete Schedule R, Part V, line 2*	35b		
36	**Section 501(c)(3) organizations.** Did the organization make any transfers to an exempt non-charitable related organization? *If "Yes," complete Schedule R, Part V, line 2*	36		X
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? *If "Yes," complete Schedule R, Part VI*	37		X
38	Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? **Note:** All Form 990 filers are required to complete Schedule O	38	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V ☐

				Yes	No
1a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable	1a	0		
b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable	1b	0		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	1c			

Part V Statements Regarding Other IRS Filings and Tax Compliance *(continued)*

			Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return 2a 10			
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	2b	X	
	Note: If the sum of lines 1a and 2a is greater than 250, you may be required to *e-file* (see instructions)			
3a	Did the organization have unrelated business gross income of $1,000 or more during the year?	3a		X
b	If "Yes," has it filed a Form 990-T for this year? *If "No" to line 3b, provide an explanation on Schedule O*	3b		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a		X
b	If "Yes," enter the name of the foreign country ▶ _____ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).			
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a		X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b		X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5c		
6a	Does the organization have annual gross receipts that are normally greater than $100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a		X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b		
7	**Organizations that may receive deductible contributions under section 170(c).**			
a	Did the organization receive a payment in excess of $75 made partly as a contribution and partly for goods and services provided to the payor?	7a		X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c		X
d	If "Yes," indicate the number of Forms 8282 filed during the year 7d			
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e		
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f		
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h		
8	**Sponsoring organizations maintaining donor advised funds.** Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8		
9	**Sponsoring organizations maintaining donor advised funds.**			
a	Did the sponsoring organization make any taxable distributions under section 4966?	9a		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b		
10	**Section 501(c)(7) organizations.** Enter:			
a	Initiation fees and capital contributions included on Part VIII, line 12 10a			
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities 10b			
11	**Section 501(c)(12) organizations.** Enter:			
a	Gross income from members or shareholders 11a			
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.) 11b			
12a	**Section 4947(a)(1) non-exempt charitable trusts.** Is the organization filing Form 990 in lieu of Form 1041?	12a		
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year 12b			
13	**Section 501(c)(29) qualified nonprofit health insurance issuers.**			
a	Is the organization licensed to issue qualified health plans in more than one state?	13a		
	Note: See the instructions for additional information the organization must report on Schedule O.			
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans 13b			
c	Enter the amount of reserves on hand 13c			
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a		X
b	If "Yes," has it filed a Form 720 to report these payments? *If "No," provide an explanation on Schedule O*	14b		
15	Is the organization subject to the section 4960 tax on payment(s) of more than $1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see instructions and file Form 4720, Schedule N.	15		X
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	16		X

Part VI Governance, Management, and Disclosure *For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.*

Check if Schedule O contains a response or note to any line in this Part VI X

Section A. Governing Body and Management

				Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year	1a	10		
	If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.				
b	Enter the number of voting members included on line 1a, above, who are independent	1b	10		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	2			X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?	3			X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4			X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?	5			X
6	Did the organization have members or stockholders?	6			X
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	7a			X
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	7b			X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:				
a	The governing body?	8a		X	
b	Each committee with authority to act on behalf of the governing body?	8b		X	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? *If "Yes," provide the names and addresses on Schedule O*	9			X

Section B. Policies *(This Section B requests information about policies not required by the Internal Revenue Code.)*

			Yes	No
10a	Did the organization have local chapters, branches, or affiliates?	10a		X
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	10b		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11a	X	
b	Describe in Schedule O the process, if any, used by the organization to review this Form 990.			
12a	Did the organization have a written conflict of interest policy? *If "No," go to line 13*	12a	X	
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b	X	
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? *If "Yes," describe in Schedule O how this was done*	12c	X	
13	Did the organization have a written whistleblower policy?	13		X
14	Did the organization have a written document retention and destruction policy?	14		X
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?			
a	The organization's CEO, Executive Director, or top management official	15a	X	
b	Other officers or key employees of the organization	15b	X	
	If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).			
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a		X
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	16b		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed ▶NH

18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.

☐ Own website ☐ Another's website ☒ Upon request ☐ Other *(explain on Schedule O)*

19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records ▶

CHAMPION ACCOUNTING SOLUTIONS PLLC - 603-763-1722

14 PLEASANT PLACE, SUNAPEE, NH 03782

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Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII ☐

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than $100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than $100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than $10,000 of reportable compensation from the organization and any related organizations.

See instructions for the order in which to list the persons above.

☒ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) SARA JANE LUTAT, MSW	40.00									
EXECUTIVE DIRECTOR		X		X				74,900.	0.	0.
(2) PAUL A. YOUNG	0.00									
PRESIDENT AND DIRECTOR		X		X				0.	0.	0.
(3) ANNIKA AUGUSTA MARIE STANLEY-SM	0.00									
VICE PRESIDENT AND DIRECTO		X		X				0.	0.	0.
(4) JOHN D. WALLACE	0.00									
DIRECTOR		X						0.	0.	0.
(5) JODI KELLEY HOYT	0.00									
SECRETARY AND DIRECTOR		X		X				0.	0.	0.
(6) ANTHONY J. CORIATY	0.00									
DIRECTOR		X						0.	0.	0.
(7) KENNETH P. BROWN	0.00									
DIRECTOR		X						0.	0.	0.
(8) JULIE ANN MCCARTHY	0.00									
DIRECTOR		X						0.	0.	0.
(9) CHRISTOPHER YOUNG	0.00									
DIRECTOR		X						0.	0.	0.
(10) MARTHA J. DICKEY	0.00									
DIRECTOR		X						0.	0.	0.
(11) ROBERT FOOSE	0.00									
TREASURER AND DIRECTOR		X		X				0.	0.	0.

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees *(continued)*

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
1b Subtotal ▶								74,900.	0.	0.
c Total from continuation sheets to Part VII, Section A ▶								0.	0.	0.
d Total (add lines 1b and 1c) ▶								74,900.	0.	0.

2 Total number of individuals (including but not limited to those listed above) who received more than $100,000 of reportable compensation from the organization ▶ 0

		Yes	No
3	Did the organization list any **former** officer, director, trustee, key employee, or highest compensated employee on line 1a? *If "Yes," complete Schedule J for such individual*		X
4	For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than $150,000? *If "Yes," complete Schedule J for such individual*		X
5	Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? *If "Yes," complete Schedule J for such person*		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than $100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
NONE		

2 Total number of independent contractors (including but not limited to those listed above) who received more than $100,000 of compensation from the organization ▶ 0

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII ☐

				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512 - 514
Contributions, Gifts, Grants and Other Similar Amounts	1a Federated campaigns	1a					
	b Membership dues	1b					
	c Fundraising events	1c					
	d Related organizations	1d					
	e Government grants (contributions)	1e	77,994.				
	f All other contributions, gifts, grants, and similar amounts not included above	1f	264,777.				
	g Noncash contributions included in lines 1a-1f	1g	$				
	h **Total.** Add lines 1a-1f			342,771.			
Program Service Revenue		Business Code					
	2a MEDICAID	624100		68,804.	68,804.		
	b RESIDENT FEES	721310		4,909.	4,909.		
	c						
	d						
	e						
	f All other program service revenue						
	g **Total.** Add lines 2a-2f			73,713.			
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)			74.	74.		
	4 Income from investment of tax-exempt bond proceeds						
	5 Royalties						
			(i) Real	(ii) Personal			
	6a Gross rents	6a					
	b Less: rental expenses	6b					
	c Rental income or (loss)	6c					
	d Net rental income or (loss)						
			(i) Securities	(ii) Other			
	7a Gross amount from sales of assets other than inventory	7a					
	b Less: cost or other basis and sales expenses	7b					
	c Gain or (loss)	7c					
	d Net gain or (loss)						
	8a Gross income from fundraising events (not including $ _____ of contributions reported on line 1c). See Part IV, line 18	8a					
	b Less: direct expenses	8b					
	c Net income or (loss) from fundraising events						
	9a Gross income from gaming activities. See Part IV, line 19	9a					
	b Less: direct expenses	9b					
	c Net income or (loss) from gaming activities						
	10a Gross sales of inventory, less returns and allowances	10a					
	b Less: cost of goods sold	10b					
	c Net income or (loss) from sales of inventory						
Miscellaneous Revenue		Business Code					
	11a OTHER INCOME	624100		21,450.	21,450.		
	b						
	c						
	d All other revenue						
	e **Total.** Add lines 11a-11d			21,450.			
	12 **Total revenue.** See instructions			438,008.	95,237.	0.	0.

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX ☐

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees				
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	268,114.	268,114.		
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits				
10 Payroll taxes	22,626.	22,626.		
11 Fees for services (nonemployees):				
a Management				
b Legal				
c Accounting	6,808.		6,808.	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Sch O.)				
12 Advertising and promotion	1,441.			1,441.
13 Office expenses	10,130.	3,354.	6,776.	
14 Information technology				
15 Royalties				
16 Occupancy	13,872.	13,872.		
17 Travel				
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	17,913.	17,913.		
23 Insurance	15,547.	14,539.	1,008.	
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a OUTREACH EXPENSES	17,160.	17,160.		
b HOME EXP: MAINTENANCE	11,128.	11,128.		
c OTHER	10,808.	10,808.		
d HOME EXP: GROCERIES	5,195.	5,195.		
e All other expenses	7,147.	6,650.		497.
25 **Total functional expenses.** Add lines 1 through 24e	407,889.	391,359.	14,592.	1,938.
26 **Joint costs.** Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here ▶ ☐ if following SOP 98-2 (ASC 958-720)				

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Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X ☐

			(A) Beginning of year		(B) End of year
Assets	1	Cash - non-interest-bearing	111,083.	1	290,698.
	2	Savings and temporary cash investments	10,000.	2	10,000.
	3	Pledges and grants receivable, net		3	
	4	Accounts receivable, net	522.	4	522.
	5	Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7	Notes and loans receivable, net		7	
	8	Inventories for sale or use		8	
	9	Prepaid expenses and deferred charges		9	
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D — 10a: 158,050.			
	b	Less: accumulated depreciation — 10b: 49,231.	77,369.	10c	108,819.
	11	Investments - publicly traded securities		11	
	12	Investments - other securities. See Part IV, line 11		12	
	13	Investments - program-related. See Part IV, line 11		13	
	14	Intangible assets		14	
	15	Other assets. See Part IV, line 11		15	
	16	**Total assets.** Add lines 1 through 15 (must equal line 33)	198,974.	16	410,039.
Liabilities	17	Accounts payable and accrued expenses	4,413.	17	6,409.
	18	Grants payable		18	
	19	Deferred revenue		19	
	20	Tax-exempt bond liabilities		20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22	Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23	Secured mortgages and notes payable to unrelated third parties		23	
	24	Unsecured notes and loans payable to unrelated third parties		24	180,800.
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D	2,229.	25	379.
	26	**Total liabilities.** Add lines 17 through 25	6,642.	26	187,588.
Net Assets or Fund Balances		**Organizations that follow FASB ASC 958, check here ▶ ☒ and complete lines 27, 28, 32, and 33.**			
	27	Net assets without donor restrictions	167,332.	27	222,451.
	28	Net assets with donor restrictions	25,000.	28	0.
		Organizations that do not follow FASB ASC 958, check here ▶ ☐ and complete lines 29 through 33.			
	29	Capital stock or trust principal, or current funds		29	
	30	Paid-in or capital surplus, or land, building, or equipment fund		30	
	31	Retained earnings, endowment, accumulated income, or other funds		31	
	32	Total net assets or fund balances	192,332.	32	222,451.
	33	Total liabilities and net assets/fund balances	198,974.	33	410,039.

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI ☐

1	Total revenue (must equal Part VIII, column (A), line 12)	1	438,008.
2	Total expenses (must equal Part IX, column (A), line 25)	2	407,889.
3	Revenue less expenses. Subtract line 2 from line 1	3	30,119.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	192,332.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	222,451.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII ☐

			Yes	No
1	Accounting method used to prepare the Form 990: ☐ Cash ☒ Accrual ☐ Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.			
2a	Were the organization's financial statements compiled or reviewed by an independent accountant?	2a		X
	If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis			
b	Were the organization's financial statements audited by an independent accountant?	2b		X
	If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis			
c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?	2c		
	If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.			
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?	3a		X
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits	3b		

SCHEDULE A (Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ **Attach to Form 990 or Form 990-EZ.**

▶ **Go to www.irs.gov/Form990 for instructions and the latest information.**

OMB No. 1545-0047

2020

Open to Public Inspection

Name of the organization

DISMAS HOME OF NEW HAMPSHIRE

Employer identification number

47-2722572

Part I Reason for Public Charity Status. (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

1 ☐ A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**

2 ☐ A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990 or 990-EZ).)

3 ☐ A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**

4 ☐ A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state: _____

5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)

6 ☐ A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**

7 ☒ An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)

8 ☐ A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)

9 ☐ An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: _____

10 ☐ An organization that normally receives (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)

11 ☐ An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**

12 ☐ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2).** See **section 509(a)(3).** Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.

a ☐ **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**

b ☐ **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**

c ☐ **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**

d ☐ **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**

e ☐ Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.

f Enter the number of supported organizations .....

g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document? Yes	(iv) No	(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
Total						

Part II **Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)**

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	207,064.	179,124.	239,355.	239,228.	318,602.	1183373.
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 **Total.** Add lines 1 through 3	207,064.	179,124.	239,355.	239,228.	318,602.	1183373.
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 **Public support.** Subtract line 5 from line 4.						1183373.

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
7 Amounts from line 4	207,064.	179,124.	239,355.	239,228.	318,602.	1183373.
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources	124.	68.	25.	29.	74.	320.
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)			1,369.		46,450.	47,819.
11 **Total support.** Add lines 7 through 10						1231512.

12 Gross receipts from related activities, etc. (see instructions) 12 202,186.

13 **First 5 years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ▶ ☐

Section C. Computation of Public Support Percentage

14 Public support percentage for 2020 (line 6, column (f), divided by line 11, column (f)) 14 96.09 %

15 Public support percentage from 2019 Schedule A, Part II, line 14 15 99.82 %

16a **33 1/3% support test - 2020.** If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☒

b **33 1/3% support test - 2019.** If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☐

17a **10% -facts-and-circumstances test - 2020.** If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and **stop here.** Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization ▶ ☐

b **10% -facts-and-circumstances test - 2019.** If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and **stop here.** Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization ▶ ☐

18 **Private foundation.** If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions ▶ ☐

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Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 **Total.** Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of $5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 **Public support.** (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 **Total support.** (Add lines 9, 10c, 11, and 12.)						

14 **First 5 years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ▶ ☐

Section C. Computation of Public Support Percentage

15 Public support percentage for 2020 (line 8, column (f), divided by line 13, column (f))	15	%
16 Public support percentage from 2019 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for **2020** (line 10c, column (f), divided by line 13, column (f))	17	%
18 Investment income percentage from **2019** Schedule A, Part III, line 17	18	%

19a **33 1/3% support tests - 2020.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☐

b **33 1/3% support tests - 2019.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☐

20 **Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ▶ ☐

Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

			Yes	No
1	Are all of the organization's supported organizations listed by name in the organization's governing documents? *If "No," describe in* **Part VI** *how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.*	1		
2	Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? *If "Yes," explain in* **Part VI** *how the organization determined that the supported organization was described in section 509(a)(1) or (2).*	2		
3a	Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? *If "Yes," answer lines 3b and 3c below.*	3a		
b	Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? *If "Yes," describe in* **Part VI** *when and how the organization made the determination.*	3b		
c	Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? *If "Yes," explain in* **Part VI** *what controls the organization put in place to ensure such use.*	3c		
4a	Was any supported organization not organized in the United States ("foreign supported organization")? *If "Yes," and if you checked box 12a or 12b in Part I, answer lines 4b and 4c below.*	4a		
b	Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? *If "Yes," describe in* **Part VI** *how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.*	4b		
c	Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? *If "Yes," explain in* **Part VI** *what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.*	4c		
5a	Did the organization add, substitute, or remove any supported organizations during the tax year? *If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in* **Part VI,** *including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).*	5a		
b	**Type I or Type II only.** Was any added or substituted supported organization part of a class already designated in the organization's organizing document?	5b		
c	**Substitutions only.** Was the substitution the result of an event beyond the organization's control?	5c		
6	Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? *If "Yes," provide detail in* **Part VI.**	6		
7	Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? *If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).*	7		
8	Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? *If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).*	8		
9a	Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? *If "Yes," provide detail in* **Part VI.**	9a		
b	Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? *If "Yes," provide detail in* **Part VI.**	9b		
c	Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? *If "Yes," provide detail in* **Part VI.**	9c		
10a	Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? *If "Yes," answer line 10b below.*	10a		
b	Did the organization have any excess business holdings in the tax year? *(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)*	10b		

Part IV Supporting Organizations *(continued)*

			Yes	No
11	Has the organization accepted a gift or contribution from any of the following persons?			
a	A person who directly or indirectly controls, either alone or together with persons described in lines 11b and 11c below, the governing body of a supported organization?	11a		
b	A family member of a person described in line 11a above?	11b		
c	A 35% controlled entity of a person described in line 11a or 11b above? *If "Yes" to line 11a, 11b, or 11c, provide detail in* **Part VI.**	11c		

Section B. Type I Supporting Organizations

			Yes	No
1	Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? *If "No," describe in* **Part VI** *how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove officers, directors, or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.*	1		
2	Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? *If "Yes," explain in* **Part VI** *how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.*	2		

Section C. Type II Supporting Organizations

			Yes	No
1	Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? *If "No," describe in* **Part VI** *how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).*	1		

Section D. All Type III Supporting Organizations

			Yes	No
1	Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?	1		
2	Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? *If "No," explain in* **Part VI** *how the organization maintained a close and continuous working relationship with the supported organization(s).*	2		
3	By reason of the relationship described in line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? *If "Yes," describe in* **Part VI** *the role the organization's supported organizations played in this regard.*	3		

Section E. Type III Functionally Integrated Supporting Organizations

1 *Check the box next to the method that the organization used to satisfy the Integral Part Test during the year* **(see instructions).**

a ☐ The organization satisfied the Activities Test. *Complete* **line 2** *below.*

b ☐ The organization is the parent of each of its supported organizations. *Complete* **line 3** *below.*

c ☐ The organization supported a governmental entity. *Describe in* **Part VI** *how you supported a governmental entity (see instructions).*

			Yes	No
2	Activities Test. **Answer lines 2a and 2b below.**			
a	Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? *If "Yes," then in* **Part VI identify those supported organizations and explain** *how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.*	2a		
b	Did the activities described in line 2a, above, constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? *If "Yes," explain in* **Part VI** *the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.*	2b		
3	Parent of Supported Organizations. **Answer lines 3a and 3b below.**			
a	Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? *If "Yes" or "No" provide details in* **Part VI.**	3a		
b	Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? *If "Yes," describe in* **Part VI** *the role played by the organization in this regard.*	3b		

Part V **Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations** *(continued)*

Section D - Distributions			Current Year
1	Amounts paid to supported organizations to accomplish exempt purposes	1	
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	2	
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	3	
4	Amounts paid to acquire exempt-use assets	4	
5	Qualified set-aside amounts (prior IRS approval required - *provide details in* **Part VI**)	5	
6	Other distributions (*describe in* **Part VI**). See instructions.	6	
7	**Total annual distributions.** Add lines 1 through 6.	7	
8	Distributions to attentive supported organizations to which the organization is responsive (*provide details in* **Part VI**). See instructions.	8	
9	Distributable amount for 2020 from Section C, line 6	9	
10	Line 8 amount divided by line 9 amount	10	

Section E - Distribution Allocations (see instructions)		(i) Excess Distributions	(ii) Underdistributions Pre-2020	(iii) Distributable Amount for 2020
1	Distributable amount for 2020 from Section C, line 6			
2	Underdistributions, if any, for years prior to 2020 (reasonable cause required - *explain in* **Part VI**). See instructions.			
3	Excess distributions carryover, if any, to 2020			
a	From 2015			
b	From 2016			
c	From 2017			
d	From 2018			
e	From 2019			
f	**Total** of lines 3a through 3e			
g	Applied to underdistributions of prior years			
h	Applied to 2020 distributable amount			
i	Carryover from 2015 not applied (see instructions)			
j	Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
4	Distributions for 2020 from Section D, line 7: $			
a	Applied to underdistributions of prior years			
b	Applied to 2020 distributable amount			
c	Remainder. Subtract lines 4a and 4b from line 4.			
5	Remaining underdistributions for years prior to 2020, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, *explain in* **Part VI.** See instructions.			
6	Remaining underdistributions for 2020. Subtract lines 3h and 4b from line 1. For result greater than zero, *explain in* **Part VI**. See instructions.			
7	**Excess distributions carryover to 2021.** Add lines 3j and 4c.			
8	Breakdown of line 7:			
a	Excess from 2016			
b	Excess from 2017			
c	Excess from 2018			
d	Excess from 2019			
e	Excess from 2020			

Part VI **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

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Schedule B
(Form 990, 990-EZ, or 990-PF)
Department of the Treasury
Internal Revenue Service

Schedule of Contributors

▶ Attach to Form 990, Form 990-EZ, or Form 990-PF.
▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2020

Name of the organization	Employer identification number
DISMAS HOME OF NEW HAMPSHIRE	47-2722572

Organization type (check one):

Filers of:	Section:
Form 990 or 990-EZ	[X] 501(c)(3) (enter number) organization
	[ ] 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation
	[ ] 527 political organization
Form 990-PF	[ ] 501(c)(3) exempt private foundation
	[ ] 4947(a)(1) nonexempt charitable trust treated as a private foundation
	[ ] 501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule.**
Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

[ ] For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling $5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

[X] For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of **(1)** $5,000; or **(2)** 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

[ ] For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than $1,000 exclusively for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.

[ ] For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than $1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling $5,000 or more during the year ..... ▶ $ _____

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

Name of organization: DISMAS HOME OF NEW HAMPSHIRE

Employer identification number: 47-2722572

Part I **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	ARTHUR AND OLIVIA DOBLES FOUNDATION 2 EAGLE SQUARE CONCORD, NH 03301	$ 25,000.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
2	KENNETH BROWN 71 PATTERSON ROAD WILMOT, NH 03287	$ 11,100.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
3	RX ABUSE LEADERSHIP INITIATIVE 102 FOURTH STREET MANCHESTER, NH 03102	$ 17,500.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
4	NEW HAMPSHIRE HEALTHY FAMILES 2 EXECUTIVE PARK DRIVE BEDFORD, NH 03110	$ 17,493.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
5	NORWIN AND ELIZABETH BEAN FOUNDATION 40 STARK STREET MANCHESTER, NH 03101	$ 8,000.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)

Name of organization: DISMAS HOME OF NEW HAMPSHIRE

Employer identification number: 47-2722572

Part II **Noncash Property** (see instructions). Use duplicate copies of Part II if additional space is needed.

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	

Name of organization

DISMAS HOME OF NEW HAMPSHIRE

Employer identification number

47-2722572

Part III **Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than $1,000 for the year from any one contributor.** Complete columns **(a)** through **(e) and** the following line entry. For organizations completing Part III, enter the total of exclusively religious, charitable, etc., contributions of **$1,000 or less** for the year. (Enter this info. once.) ▶ $

Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

SCHEDULE D (Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
▶ Attach to Form 990.
▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2020

Open to Public Inspection

Name of the organization
DISMAS HOME OF NEW HAMPSHIRE

Employer identification number
47-2722572

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.

Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

		(a) Donor advised funds	(b) Funds and other accounts
1	Total number at end of year		
2	Aggregate value of contributions to (during year)		
3	Aggregate value of grants from (during year)		
4	Aggregate value at end of year		

5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? ☐ Yes ☐ No

6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? ☐ Yes ☐ No

Part II Conservation Easements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).
- ☐ Preservation of land for public use (for example, recreation or education)
- ☐ Preservation of a historically important land area
- ☐ Protection of natural habitat
- ☐ Preservation of a certified historic structure
- ☐ Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

			Held at the End of the Tax Year
a	Total number of conservation easements	2a	
b	Total acreage restricted by conservation easements	2b	
c	Number of conservation easements on a certified historic structure included in (a)	2c	
d	Number of conservation easements included in (c) acquired after 7/25/06, and not on a historic structure listed in the National Register	2d	

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶ _____

4 Number of states where property subject to conservation easement is located ▶ _____

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? ☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ _____

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ $ _____

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? ☐ Yes ☐ No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included on Form 990, Part VIII, line 1 ▶ $ _____

(ii) Assets included in Form 990, Part X ▶ $ _____

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items:

a Revenue included on Form 990, Part VIII, line 1 ▶ $ _____

b Assets included in Form 990, Part X ▶ $ _____

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets *(continued)*

3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):

a ☐ Public exhibition
b ☐ Scholarly research
c ☐ Preservation for future generations
d ☐ Loan or exchange program
e ☐ Other _____

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? ☐ Yes ☐ No

Part IV Escrow and Custodial Arrangements. Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII and complete the following table:

		Amount
c Beginning balance	1c	
d Additions during the year	1d	
e Distributions during the year	1e	
f Ending balance	1f	

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII ☐

Part V Endowment Funds. Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

a Board designated or quasi-endowment ▶ _____%
b Permanent endowment ▶ _____%
c Term endowment ▶ _____%

The percentages on lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

		Yes	No
(i) Unrelated organizations	3a(i)		
(ii) Related organizations	3a(ii)		
b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?	3b		

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings		89,525.	17,668.	71,857.
c Leasehold improvements				
d Equipment		15,735.	12,850.	2,885.
e Other		52,790.	18,713.	34,077.
Total. Add lines 1a through 1e. *(Column (d) must equal Form 990, Part X, column (B), line 10c.)* ▶				108,819.

Part VII Investments - Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 12.) ▶		

Part VIII Investments - Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 13.) ▶		

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, col. (B) line 15.)* ▶	

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) OTHER	379.
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, col. (B) line 25.)* ▶	379.

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII ☐

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements			1	
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:				
a	Net unrealized gains (losses) on investments	2a			
b	Donated services and use of facilities	2b			
c	Recoveries of prior year grants	2c			
d	Other (Describe in Part XIII.)	2d			
e	Add lines **2a** through **2d**			2e	
3	Subtract line **2e** from line **1**			3	
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII.)	4b			
c	Add lines **4a** and **4b**			4c	
5	Total revenue. Add lines **3** and **4c.** *(This must equal Form 990, Part I, line 12.)*			5	

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements			1	
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:				
a	Donated services and use of facilities	2a			
b	Prior year adjustments	2b			
c	Other losses	2c			
d	Other (Describe in Part XIII.)	2d			
e	Add lines **2a** through **2d**			2e	
3	Subtract line **2e** from line **1**			3	
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII.)	4b			
c	Add lines **4a** and **4b**			4c	
5	Total expenses. Add lines **3** and **4c.** *(This must equal Form 990, Part I, line 18.)*			5	

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

PART XII, LINE 4B - OTHER ADJUSTMENTS:

BOOK/TAX DEPRECIATION DIFFERENCES

SCHEDULE O (Form 990 or 990-EZ)
Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information.
▶ Attach to Form 990 or 990-EZ.
▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047
2020
Open to Public Inspection

Name of the organization: DISMAS HOME OF NEW HAMPSHIRE

Employer identification number: 47-2722572

FORM 990, PART I, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:

ORGANIZATION OPERATES A HOME IN MANCHESTER, NH WHERE FORMERLY INCARCERATED WOMEN CAN LIVE AFTER LEAVING PRISON FOR A PERIOD OF TIME AS THEY TRANSISTION BACK INTO SOCIETY.

FORM 990, PART I, LINE 6

THE ORGANIZATION RELIES HEAVILY ON VOLUNTEER SERVICE. VOLUNTEERS HAVE PERFORMED A VARIETY OF SERVICES INCLUDING ASSISTING IN HOME RENOVATIONS, COMMUNITY OUTREACH, OFFICE AND OTHER HOME REALTED SERVICES.

FORM 990, PART III, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:

INCARCERATION.

FORM 990, PART VI, SECTION B, LINE 11B:

THE 990 WAS REVIEWED IN ITS ENTIRETY BY THE BOARD OF DIRECTORS AT A REGULARLY SCHEDULED MONTHLY MEETING. FEEDBACK WAS PROVIDED BY THE DIRECTORS AND INCORPORATED INTO THE FINAL FILING.

FORM 990, PART VI, SECTION B, LINE 12C:

THE ORGANIZATION MONITORS COMPLIANCE WITH THE CONFLICT OF INTEREST POLICY BY WAY OF DIRECT DISCUSSION OF THE POLICY AND ANY RELATED CONFLICTS AT REGULARLY HELD MEETINGS OF THE THE BOARD OF DIRECTORS.

FORM 990, PART VI, SECTION B, LINE 15:

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Name of the organization: DISMAS HOME OF NEW HAMPSHIRE

Employer identification number: 47-2722572

ALL HIRING AND COMPENSATION DECISIONS ARE MADE BY A VOTE OF THE BOARD BASED ON RECOMMNEDATIONS FROM A PERSONNEL COMMITTEE, WHICH CONSIDERS REQUIRED QUALIFICATIONS AND REASONABLE COMPENSATION BASED ON MARKET INDICATORS.

FORM 990, PART VI, SECTION C, LINE 19:

ALL GOVERNING DOCUMENTS ARE MADE AVAILABLE TO THE GENERAL PUBLIC UPON REQUEST.

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DISMAS HOME
NEW HAMPSHIRE

Board Directory (9-2021)

Name	Role
Brown, Ken	Director
Foose, Randy	Treasurer
Gordon, Colleen	Director
Halle, Janice	Cirector
Hoyt, Jodi	Director
McCarthy, Julie	Founder/Secretary
Stanley-Smith, Annika	Vice President
Young, Chris	Director
Young, Mariette	Director
Young, Paul	President

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Leslie P Craigen, MHA

PROFESSIONAL SUMMARY

- Senior Business Finance Analyst experienced in Financial Planning & Analysis, Budgeting, multi-year forecasting, business operations and modeling, database reporting and project management
- Supported CFO, VPs of Operations and Executive Directors and provided solutions for negative budget variances ensuring year over year EBITDA growth and adherence to GAAP and SOX
- Effectively dissected and explained complex financial and operational processes to all levels of operations

PROFESSIONAL SUCCESSES

- Successfully negotiated rate relief for five nursing centers in CT yielding an additional 9.3% in Medicaid revenues over 5 years
- Negotiated six Out-of-State Medicaid contracts for four nursing centers, thereby increasing referrals and revenues
- Played an instrumental role in the passage of Provider Tax Legislation in the states of CT & NH
- Identified and effectively disputed a Forecasting error related to a large acquisition saving the company over $4.2M
- Achieved a 45% reduction in Accounts Receivable Days Sales Outstanding (DSO) across 12 nursing centers

EDUCATION

University of New Hampshire

- Masters of Health Administration 2000
- Bachelors of Health Management and Policy 1995

PROFESSIONAL EXPERIENCE

NEW HAMPSHIRE CHILDREN'S HEALTH FOUNDATION **Nov 2017 – current**

Finance & Administration Manager

- Staff Finance & Investment Committee with Board members, working in conjunction with outside investment counsel to manage the Foundation's endowment, financial policies & procedures, Risk Management, and Investment Policy Statement
- Prepares all financial reporting for the Foundation staff, Board and external auditors, state and federal
- Reviews all Grant applicants' financials, tracks grant expenditures and ensures compliance with grant reporting

KINDRED HEALTHCARE **1998 – Oct 2017**

Kindred at Home

Executive Director ***Dec 2016 – Oct 2017***

- Responsible for the complete operation of a home health agency providing SN, PT, OT, ST, HHA and MSW services to an average caseload of 180 clients in York County, Maine
- Ensure compliance with company P&P, state and federal regulations, all HR and financial processing while maintaining a healthy profit margin (20.7% over budget and 18.1% growth over prior year EBITDA)

Kindred Healthcare

Division Operational Analyst ***Nov 2011 – Nov 2016***

- Responsible for 23 Skilled Nursing Facilities, 3 Subacute Units and 7 Assisted Living Facilities across multiple states: GA, KY, MA, ME, NC, OH, VA, TN & TX
- Prepared Annual Budgets for a $1.2B annual revenue Fortune 500 long term care company
- Responsible for complete budget process from census development, reimbursement & expense trend analysis to the creation of staffing models
- Directed weekly and month end close ensuring accuracy of statements and adherence to GAAP standards

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- Provided Operational Variance Analysis and assisted leadership to implement mitigation plans
- Maintained Financial Projections, monitored performance, and executed solutions for improvement
- Monitored key business metrics to identify risks and opportunities
- Provided cash flow analysis and ROI for capital projects and new business ventures
- Provided Financial Training for Executive Leadership, Nursing Home Administrators and Directors of Nursing focused on bottom line achievement while fostering an environment of advancement
- Continually updated P&P to ensure maximum efficiencies and regulatory compliance were achieved

Regional Manager of Operational Reimbursement ***Jun 2004 – Oct 2011***

- Served as liaison with state healthcare organizations and State Department of Health and Human Services in nine states: CT, MA, ME, NC, NH, PA, RI, VA & VT to continually keep abreast of proposed changes to reimbursement methodologies and program implementations impacting reimbursement
- Participated on committees of state healthcare organizations within all nine states; Reimbursement Committee, Payment for Services Committees, and Government Relations Committees
- Prepared detailed multi-year Medicaid revenue ($400M) forecasts for 95 centers across nine states
- Articulated to Executive Leadership implications of proposed legislation
- Trained operations and clinical personnel in Medicare and Medicaid reimbursement principles, revenue recognition, accurate expense coding, allocations and statistical analysis
- Worked with various reimbursement methodologies and assisted with cost report submissions across nine states to ensure revenue maximization
- Developed grassroots government relations programs in nine states and initiated political outreach activities as needed to support/extinguish proposed legislation
- Educated state legislators on impact of proposed state budgets on businesses and the workforce in their district
- Worked with Managed Care Department to analyze and cost out proposed reimbursement structure including care levels, per diems, exclusions, and add-ons
- Managed adjudication/payment audits and communication with states and/or legal counsel as needed

Regional Financial Analyst ***Jan 2001 – May 2004***

- Responsible for 34 Skilled Nursing Facilities across multiple states: CT, MA, ME, NH, PA, RI & VT
- Prepared annual budgets for centers and provided monthly budget variance analysis
- Created multi-year proformas and provided impact analysis of new business ventures/opportunities
- Provided constructive input and direction regarding staffing, cost controls and operational planning
- Experienced with acquisition and divestiture forecast analysis and system/operations conversation
- Accountable for oversight of Revenue Cycle Management across multiple centers to include accurate billing and timely reimbursement
- Ensured compliance with GAAP, Sarbanes-Oxley and HIPPA through training and monitoring of segregation of duties, information systems access and adherence to policies and procedures

District Director of Finance ***Feb 1998 – Dec 2000***

- Oversaw 60+ business office staff (AR, AP, Payroll & HR) at twelve nursing centers across three states (MA, NH & VT)
- Prepared annual budgets and performed monthly variance analysis
- Responsible for Revenue Cycle Management

OLSTEN KIMBERLY QUALITY CARE

Business Office Manager & Medical Records ***Aug 1995 - Jan 1998***

- Responsible for Medical Records and oversight of payroll, billing and client scheduling departments
- Serviced the entire state of New Hampshire with a special focus on terminally ill children and Hospice

PERSONAL AFFILIATIONS

- Girls at Work, Inc — 2018 – Present
  Finance Manager
- Barrington Soccer Club, LLC — 2018 – Present
  Treasurer
- SAU 74 Barrington, NH — 2011 – Present
  Chair of School Board Budget Committee

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Cheryll Andrews

Executive Director

SUMMARY

I am an accomplished fundraising professional with more than 20 years of relationship building experience. Combine these skills with creativity, passion, and a vision for the future, and you have a natural fit for an Executive Director.

Key Skills

- Relationship Building
- Major Gifts Development
- Volunteer Management
- Collaborative Partner
- Creative Strategic Thinking
- Project Management
- Budget Planning

EXPERIENCE

1/2018- 5/2020:

Executive Director • Management• Great Waters Music

Responsibility: Manage the organization to implement the strategic direction approved by the board of directors.

Major Accomplishments:

Doubled the size of the board of directors from 7 to 14. Increased revenue by 108% from 2018 to 2019. Built and implemented a strategic plan that resulted in the launch of a $1,000,000 Capital Campaign and raised 38% in the first 4 months (November 2019-February 2020 before Covid 19). Maintained a high donor retention rate. Increased the number of major gifts each year by 50%. Introduced several digital fundraising initiatives such as NH Gives, Giving Tuesday and a year-end email campaign. Implemented an annual Gala which raised more than $100K in 2019. Participated on the negotiating team for the "Concerts in the Clouds" partnership. Presented a total of 19 live music concerts, including Rhiannon Giddens, Chris Thomas King, Steep Canyon Rangers, The Hot Sardines, and the Lobbyists.

5/2012-8/2017:

Go Red For Women Director • Development

American Heart Association

Responsibility: Manage annual campaign, Manchester and Boston

Major Accomplishments:

Increased the number of Circle of Red members by 300% (major giving society). Planned and implemented fundraising events for up to 500 guests in multiple metro-markets. Managed a volunteer committee of 10-15 community leaders. Constructed the "largest red dress" on record as a fundraising promotion.

10/2008-4/2012:

Senior Account Executive • Sales • Cumulus Media- WOKQ

Responsibility: Manage and grow client list of clients (100+) **Major Accomplishments**: Increased active billing by more than 50% in the first year. Regularly reached and exceeded monthly billing/sales goals. Recorded the highest billing month on record for the northern territory.

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Sara J. Lutat

Dedicated and Caring Master Social Worker/MLADC/LISW

EXPERIENCE

Dismas Home of New Hampshire, Manchester, NH, Clinical Director (5/2017 to present)

- Provide clinical support by development/implementation of evidence-based, peer reviewed and supported best practices related to clinical and psychoeducational groups as well as research, preparation, documentation/group reporting within he ASAM 3.1 Level of Care, Low Intensity Residential Alcohol and Drug Treatment/Transitional Living Program for previously incarcerated women diagnosed with substance use disorders and co-occurring mental illnesses as they re-enter the community
- Provide individual clinical counseling, minimum of one hour a week, and clinical monitoring of each resident, as well as being available for 24/7 clinical consult as needed or determined by assessment of a crisis management situation, on or off the premises via cell phone or in person
- Assessment, evaluation, diagnosis, development, review and adjustment of treatment plans and co-occurring mental health documentation, monitoring and documenting progress every 30 days
- Oversee all evidence-based, case management practices by DHNH case managers/Certified Recovery Support Workers (CRSWs)
- Supervise CRSWs/case managers and provide for training to meet state contract and licensure requirements, to include a weekly facilitation of a CRSW team meeting/supervision a minimum of one hour each week.
- Provide clinical/administrative supervision of Program Coordinator/CRSW
- Assist with the development and monitoring of program budgets within allocated budget adopted by Board of Directors and Finance Committee.
- Develop new programs in response to adapting to the needs of previously incarcerated women who are struggling with substance use disorder and co-occurring mental illnesses, as well as responding to identified service gaps within the New Hampshire communities.
- Working with Executive Director, ensure programs, ASAM 3.1, Low Intensity, up to 90-day, Residential, Alcohol and Drug Rehabilitation/Transitional Living Programs are compliant with all state and federal laws and regulations as well as agency policies and procedures
- Working with Executive Director develop, annually review, and amend policies as needed to meet New Hampshire State licensure, and federal laws and regulations as well as agency policies and procedures
- Working with Executive Director ensure needs for supervision and support are met for staff
- Supervise social work interns (MSWs/BASWs) and complete all required documentation and supervision requirements that placement programs mandate
- Working with Executive Director oversee disciplinary actions related to staff to include documentation, review of performance and terminations
- Assist Program Coordinator with orientation of new staff, interns, and volunteers
- Oversee Program Coordinator's supervision of the mandated documentation required for new hiring to meet licensure requirements, as well as quarterly review of personnel files
- Co-facilitate annual performance reviews of staff with Executive Director
- Working with Executive Director recruit and retain competent staff
  Plan for and arrange staff training to meet the requirements of licensure and government contracts
- Coordinate and conduct biological, psychological, and social interviews for prospective residents, including conducting background interviews with collateral parties prior to being accepted
- Oversee the wait list for clients which have been accepted into the DHNH 4-phase program.

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- Oversee coordination of care of residents within the integrated health system of NH as mandated by government contractual agreements
- Partner with Executive Director with developing, maintaining, stewarding community partnerships with stakeholders to include but not limited to, other treatment agencies, drug courts, county and state correctional partners, physical and mental health agencies, integrated health networks of NH, the Doorway, managing care providers, Department of Health and Human Services (DHHS), Bureau of Alcohol and Drug Services (BDAS), and State Opioid Response (SOR)
- Support of residents with legal requirements and involvement by providing regular updates and documentation to parole/probation officers, judges, drug courts, officers of the court, and testifying on the residents' behalf when asked to do so
- Oversee all activities related to the intakes and discharges of residents, as well as complete all documentation including clinical evaluation before being accepted into the program.
- Ensure that all programmatic services meet or exceed the industry and professional standards
- Supervise and oversee Program Coordinator and all activities that support the health and well-being of the residents in execution of the mission of Dismas Home
- Coordinate, prepare for, and aid the Quality Improvement Committee (QIC) in conducting quarterly reviews of DHNH policies, resident care, and case management activities
- Present, discuss, review, and implement suggestions of Quality Improvement Committee (QIC) with Executive Director, and Board of Directors
- Provide reports as requested such as maintaining bed utilization/projection, government funding stream forecasts to Executive Director, Finance Manager, Finance Committee, and Board Executive Committee
- Working with Executive Director develop, review, and update all clinical, resident, personnel, and agency policies to meet licensure and state standards
- Working with Executive Director ensure compliance with 42CFR Part 2 (Federal Confidentiality Substance Use Disorder Regulations) and Health Insurance Portability and Accountability Act
- Conduct and follow-up on Medicaid Concurrent resident 28-day reviews with Managing Care Providers
- Complete Bureau of Alcohol and Drug Services (BDAS) billing once a month, as well as provide all documentation and surveys required and necessary for compliance of credentialing and contracting
- Assist Executive Director with completing applications for grants providing all documentation necessary as well as follow-up on performance of the grant and use of grant funds to grantors or government funding sources
- Maintain and enter accurate care notes and substance use disorder information of residents in NH WITS, data collection system, to meet the contract requirements of BDAS
- Maintain/renew current licensure of Master Licensed Alcohol and Drug Counselor, 26 hours collaboration with a peer, MLADC, each two-years of certification as well as complete all professional growth units required, 45 hours for every two-years of certification.
- Regularly meet with Executive Director to review overall-supervision of 4-phase program
- Participate in an administration team consisting of the Executive Director, Clinical Director and Finance Manager with the goal of maintaining, sustaining, and supporting a clinically therapeutic, healing, and nurturing environment in pursuit of the mission of Dismas Home

Dismas Home of New Hampshire, Manchester, NH, Executive Director/Clinical Director (5/2017- 1/2021)

- Ensure on-going, rigorous evaluation of the program, to support strategic plan and goals of the mission
- Implement and oversee DHNH volunteer program
- Foster strong communication with Board of Directors, alumni, community partners/stakeholders
- Assist Board President with developing/maintaining and supporting a strong Board of Directors, serving as ex-officio of each committee; seek and build board involvement with strategic direction for day-to-day operations of DHNH
- Coordinate and attend all Board of Director Meetings and committee meetings
- Develop and review monthly Board meeting agenda with Board President
- Update the Board of Directors with current state of DHNH programming

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- Lead, coach develop, and retain DHNH's staffing team
- Develop and sustain strong communication with Board of Directors/Committee Members
- Develop and sustain effective tracking systems to track progress, and regularly evaluate program components, to measure successes that can be effectively communicated to the Board of Directors, funders, and other community stakeholders
- Advocate for policy changes with legislators and community policy makers on behalf of previously incarcerated women, educating the NH communities to the stigma, barriers, and obstacles such as substance use disorder, co-occurring mental illnesses, and complex trauma over a lifetime pose for our target population
- Attend regular trainings and coaching sessions to develop and refine skills as Executive Director
- Assist with financial cost analysis and budget development within the organization and take/make corrective actions as needed to address fiscal challenges and problems
- Implement and oversee revenue generating and fundraising activities to support existing program operations and expansion efforts
- Deepen and refine all aspects of communications – from web presence to external relations with the goal of expanding, increasing bed capacity, for DHNH and establishing credibility as a Residential, Low Intensity, Up to 90-Day Alcohol and Drug Rehabilitation/Transitional Living Program.
- Leverage relationships and community partnerships to garner new opportunities for planning
- Develop and sustain a grant writing system in which grants are researched, applied for, and reported out on in a timely manner to strengthen grantor/grantee relationships, aiming for a 70% success rate
- Assist Board President with developing and implementing a media plan and strategies to support fundraising efforts along with Chair of the Resource and Development Committee

Dismas Home of New Hampshire, Manchester, NH, Program Manager (4/2016 – 5/2017)

- Program Manager for the start-up non-profit of Dismas Home of NH, responsible for overseeing all operations of an unlicensed transition/sober living home for previously incarcerated women who were diagnosed with substance use disorder, co-occurring mental illness, and complex traumas

YWCA New Hampshire, Crisis Center, Manchester, NH, MSW Internship (8/2015 – 4/2016)

Cynthia Day Family Center, Keystone Hall, Nashua, NH, MSW Internship (8/2014 to 5/2015)

Regional Services and Education Center/The RSEC Academy, Amherst, NH (September 2005 to June 2016)

- ***Transitional Coordinator*** for The RSEC Academy, middle school up to high school and beyond
  - Post-secondary transition liaison for students and parents
  - Focused on student mentoring and developing student potential and leadership
  - Developed and designed curriculum for post-secondary, transitional skills program aligned with national standards and Common Core
  - Coordinated and facilitate PATH (Pulling Altogether to Help) teams for at-risk high school students
  - Developed and facilitate Extended Learning Opportunities and Job Shadows for career exploration
  - Assisted students with career, college, and job/vocational training explorations and participation
  - Coordinated vocational training opportunities and off-site placement in other educational settings

- ***Case Manager*** for The RSEC Academy, middle school up to high school
  - Case manager with IEP development and facilitation
  - Experience with wide variety of students with diagnosed learning disabilities
  - Skilled in writing, data assessment and interpersonal communication

- ***General Special Educator Pre-K – 21 years***

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- Licensed NH educator, Pre-K – 8; General Special Educator Pre-K – 21 years
- Certified as a Project Adventure experiential educator/facilitator

EDUCATION AND LICENSURE(S)

University of New Hampshire @ Manchester, NH
Cum Laude
Master of Social Work (MSW) May 2016

Notre Dame College, Manchester, NH
Bachelor of Arts in Elementary Education (K-8)
Cum Laude, Member of Alpha Sigma Lambda Honor Society

Becker Junior College, Worcester, MA
Associates in Legal Secretarial Science/Paralegal
Member of Phi Theta Kappa Honor Society

LICENSURE(S):

NH MLADC – NH License #1000 Expiration 6/30/2022
Licensed Independent Social Worker (LISW) – NH License #2493 – Expiration 5/27/2023

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Key Personnel Salary Information

Program Staff List

New Hampshire Department of Health and Human Services

COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR

Proposal Agency Name:	Dismas Home of NH
Program:	ASAM 3.1 Low Intensity Transitional Li
Budget Period:	9/30/21 - 6/30/22

A	B	C	D	E	F	G	H
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week dedicated to this program	Amnt Funded by this program for Budget Period	Total Salary for Budget Period	% of Salary Funded by this program	Site*
Example:							
Program Coordinator	Sandra Smith	$21.00	40	$13,680	$43,680	31%	
Administrative Salaries							
Executive Director	Cheryll Andrews	$ 36.06	40	$33,752	$56,254	60%	
Finance Director	Leslie P Craigen	$ 50.00	10	$5,850	$19,500	30%	
Total Admin. Salaries				$39,602	$75,754	52%	
Direct Service Salaries							
Clinical Director	Sara Lutat	$ 33.65	40	$52,494	$52,494	100%	

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Program Staff List

New Hampshire Department of Health and Human Services

COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR

Proposal Agency Name	Dismas Home of NH
Program:	ASAM 3.1 Low Intensity Transitional Li
Budget Period:	7/1/22 - 6/30/23

A	B	C	D	E	F	G	H
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week dedicated to this program	Amnt Funded by this program for Budget Period	Total Salary for Budget Period	% of Salary Funded by this program	Site*
Example:							
Program Coordinator	Sandra Smith	$21.00	40	$13,680	$43,680	31%	
Administrative Salaries							
Executive Director	Cheryll Andrews	$ 38.46	40	$48,000	$80,000	60%	
Finance Director	Leslie P Craigen	$ 50.00	10	$7,800	$26,000	30%	
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Total Admin. Salaries				$55,800	$106,000	53%	
Direct Service Salaries							
Clinical Director	Sara Lutat	$ 35.33	40	$73,492	$73,492	100%	

Continued....

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Program Staff List

New Hampshire Department of Health and Human Services

COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR

Proposal Agency Name	Dismas Home of NH
Program:	ASAM 3.1 Low Intensity Transitional Li
Budget Period:	7/1/23 - 9/30/23

A	B	C	D	E	F	G	H
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week dedicated to this program	Amnt Funded by this program for Budget Period	Total Salary for Budget Period	% of Salary Funded by this program	Site*
Example:							
Program Coordinator	Sandra Smith	$21.00	40	$13,680	$43,680	31%	
Administrative Salaries							
Executive Director	Cheryll Andrews	$ 39.62	40	$12,360	$20,600	60%	
Finance Director	Leslie P Craigen	$ 51.50	10	$2,009	$6,695	30%	
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Total Admin. Salaries				$14,369	$27,295	53%	
Direct Service Salaries							
Clinical Director	Sara Lutat	$ 36.39	40	$18,924	$18,924	100%	

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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

September 15, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into contracts with the Contractors listed below in an amount not to exceed $11,475,254 for Substance Use Disorder Treatment and Recovery Support Services, with the option to renew for up to four (4) additional years, effective upon Governor and Council approval through September 29, 2023. 66.56% Federal Funds. 14.00% General Funds. 19.44% Other Funds (Governor's Commission).

Contractor Name	Vendor Code	Area Served	Contract Amount
Belonging Medical Group, PLLC	334662-B001	Statewide	$562,794
Bridge Street Recovery, LLC	341988-B001	Statewide	$1,261,744
The Cheshire Medical Center	155405-B001	Statewide	$413,728
Dismas Home of New Hampshire, Inc.	290061-B001	Statewide	$651,316
FIT/NHNH, Inc.	157730-B001	Statewide	$2,216,432
Grafton County New Hampshire	177397-B003	Statewide	$464,325
Headrest	175226-B001	Statewide	$527,907
Hope on Haven Hill, Inc.	275119-B001	Statewide	$781,009
Manchester Alcoholism Rehabilitation Center	177204-B001	Statewide	$3,801,533
South Eastern New Hampshire Alcohol and Drug Abuse Services	155292-B001	Statewide	$794,466
		Total:	**$11,475,254**

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Funds are available in the following accounts for State Fiscal Years 2022 and 2023, and are anticipated to be available in State Fiscal Year 2024, 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.

See attached fiscal details.

EXPLANATION

The purpose of this request is to provide Substance Use Disorder Treatment and Recovery Supports Services statewide to New Hampshire residents who have income below 400% of the Federal Poverty Level, and are uninsured or underinsured.

The Contractors will provide statewide access to an array of treatment services, including individual and group outpatient services; intensive outpatient services; partial hospitalization; ambulatory withdrawal management services; transitional living services; high and low intensity residential treatment services; specialty residential services; and integrated medication assisted treatment. The Contractors will ensure individuals with a substance use disorder receive the appropriate type of treatment and have access to continued and expanded levels of care, which will increase the ability of individuals to achieve and maintain recovery. The Contractors will also assist eligible individuals with enrolling in Medicaid while receiving treatment, and the Department will serve as the payer of last resort.

Approximately 7,000 individuals will receive services over the next two years.

The Department will monitor services through monthly, quarterly, and annual reporting to ensure the Contractors:

- Provide services that reduce the negative impacts of substance misuse.
- Make continuing care, transfer and discharge decisions based on American Society of Addiction Medicine (ASAM) criteria.
- Treat individuals using Evidence Based Practices and follow best practices.
- Achieve initiation, engagement, and retention goals as required by the Department.

The Department selected the Contractors through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from July 20, 2021 through August 19, 2021. The Department received twelve (12) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached. This request represents ten (10) of twelve (12) contracts for Substance Use Disorder Treatment and Recovery Supports Services. The Department anticipates presenting two (2) additional contracts at a future Governor and Executive Council meeting for approval.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions of the attached agreements, the parties have the option to extend the agreements 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, individuals in need of Substance Use Disorder Treatment and Recovery Supports Services may not receive the treatment, tools, and education required to enhance and sustain recovery that, in some cases, prevents untimely deaths.

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Source of Federal Funds: Substance Abuse Prevention and Treatment Block Grant, CFDA 93.959 FAIN TI083464 and State Opioid Response Grant, CFDA # 93.788, FAIN TI083326.

In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

DocuSigned by:
Lori A. Weaver
4C4A92094125473...

Lori A. Shibinette
Commissioner

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Belonging Medical Group 334662-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$69,199
2023	102-500731	Contracts for Prog Svc	$89,961
2024	102-500731	Contracts for Prog Svc	$21,261
Sub-total			$180,421

Bridge Street Recovery, LLC 341988-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$136,979
2023	102-500731	Contracts for Prog Svc	$188,928
2024	102-500731	Contracts for Prog Svc	$40,498
Sub-total			$366,405

Center/Dartmouth Hitchcock Keene 155405-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$60,015
2023	102-500731	Contracts for Prog Svc	$59,496
2024	102-500731	Contracts for Prog Svc	$13,122
Sub-total			$132,633

CC of Nashua/Greater Nashua Mental Health | 154112-B001 | PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$0
2023	102-500731	Contracts for Prog Svc	$0
2024	102-500731	Contracts for Prog Svc	$0
Sub-total			$0

Dismas Home | 290061-B001 | PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$43,044
2023	102-500731	Contracts for Prog Svc	$62,909
2024	102-500731	Contracts for Prog Svc	$13,981
Sub-total			$119,934

Families in Transition | 157730-B001 | PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$196,022
2023	102-500731	Contracts for Prog Svc	$271,691
2024	102-500731	Contracts for Prog Svc	$58,106
Sub-total			$525,818

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Grafton Cty 177397-B003 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$64,632
2023	102-500731	Contracts for Prog Svc	$69,395
2024	102-500731	Contracts for Prog Svc	$14,827
Sub-total			$148,854

Harbor Care 166574-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$0
2023	102-500731	Contracts for Prog Svc	$0
2024	102-500731	Contracts for Prog Svc	$0
Sub-total			$0

Headrest, Inc. 175226-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$26,063
2023	102-500731	Contracts for Prog Svc	$43,918
2024	102-500731	Contracts for Prog Svc	$10,390
Sub-total			$80,372

Hope on Haven Hill 275119-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$49,152
2023	102-500731	Contracts for Prog Svc	$51,320
2024	102-500731	Contracts for Prog Svc	$10,965
Sub-total			$111,437

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Manchester Alcohol Rehab Center,
Easter Seals, Farnum Center 177204-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$166,941
2023	102-500731	Contracts for Prog Svc	$234,977
2024	102-500731	Contracts for Prog Svc	$50,208
Sub-total			$452,125

Southeastern NH Alcohol & Drug
Abuse Services 155292-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$34,142
2023	102-500731	Contracts for Prog Svc	$36,020
2024	102-500731	Contracts for Prog Svc	$7,696
Sub-total			$77,858
SUB TOTAL GOV COMM			$2,195,857

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (66% FEDERAL FUNDS 34% GENERAL FUNDS)

Belonging Medical Group

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$146,657
2023	102-500731	Contracts for Prog Svc	$190,658
2024	102-500731	Contracts for Prog Svc	$45,059
Sub-total			$382,373

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$290,305
2023	102-500731	Contracts for Prog Svc	$400,404
2024	102-500731	Contracts for Prog Svc	$85,829
Sub-total			$776,539

Center/Dartmouth Hitchcock
Keene

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$127,193
2023	102-500731	Contracts for Prog Svc	$126,092
2024	102-500731	Contracts for Prog Svc	$27,811
Sub-total			$281,095

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CC of Nashua/Greater Nashua Mental Health

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$0
2023	102-500731	Contracts for Prog Svc	$0
2024	102-500731	Contracts for Prog Svc	$0
Sub-total			$0

Dismas Home

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$91,226
2023	102-500731	Contracts for Prog Svc	$133,325
2024	102-500731	Contracts for Prog Svc	$29,631
Sub-total			$254,182

Families in Transition

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$415,437
2023	102-500731	Contracts for Prog Svc	$575,805
2024	102-500731	Contracts for Prog Svc	$123,147
Sub-total			$1,114,389

Grafton Cty

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$136,977
2023	102-500731	Contracts for Prog Svc	$147,071
2024	102-500731	Contracts for Prog Svc	$31,424
Sub-total			$315,471

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Harbor Care

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$0
2023	102-500731	Contracts for Prog Svc	$0
2024	102-500731	Contracts for Prog Svc	$0
Sub-total			$0

Headrest, Inc.

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$55,237
2023	102-500731	Contracts for Prog Svc	$93,078
2024	102-500731	Contracts for Prog Svc	$22,021
Sub-total			$170,335

Hope on Haven Hill

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$104,169
2023	102-500731	Contracts for Prog Svc	$108,764
2024	102-500731	Contracts for Prog Svc	$23,239
Sub-total			$236,172

Manchester Alcohol Rehab Center,
Easter Seals, Famum Center

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$353,805
2023	102-500731	Contracts for Prog Svc	$497,996
2024	102-500731	Contracts for Prog Svc	$106,407
Sub-total			$958,208

Southeastern NH Alcohol & Drug
Abuse Services

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$72,359
2023	102-500731	Contracts for Prog Svc	$76,338
2024	102-500731	Contracts for Prog Svc	$16,311
Sub-total			$165,008
SUB TOTAL CLINICAL			$4,653,772

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05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% FEDERAL FUNDS) funding ends 9/29/22.

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$88,800
2023	102-500731	Contracts for Prog Svc	$30,000
Sub-total			$118,800

Dismas Home

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$207,200
2023	102-500731	Contracts for Prog Svc	$70,000
Sub-total			$277,200

Families in Transition

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$432,900
2023	102-500731	Contracts for Prog Svc	$143,325
Sub-total			$576,225

Harbor Care

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$0
2023	102-500731	Contracts for Prog Svc	$0
Sub-total			$0

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Headrest, Inc.

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$207,200
2023	102-500731	Contracts for Prog Svc	$70,000
Sub-total			$277,200

Hope on Haven Hill

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$325,600
2023	102-500731	Contracts for Prog Svc	$107,800
Sub-total			$433,400

Manchester Alcohol Rehab Center, Easter Seals, Farnum Center

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$1,793,400
2023	102-500731	Contracts for Prog Svc	$597,800
Sub-total			$2,391,200

Southeastern NH Alcohol & Drug Abuse Services

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$414,400
2023	102-500731	Contracts for Prog Svc	$137,200
Sub-total			$551,600
SUB TOTAL SOR			$4,625,625
Grand Total All			$11,475,254

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New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RFP-2022-BDAS-01-SUBST

Project Title Substance Use Disorder Treatment and Recovery Support Services

	Maximum Points Available	Belonging Medical Group, PLLC	Bridge Street Recovery, LLC	Cheshire Medical Center	Dismas Home of New Hampshire, Inc.	Manchester Alcoholism Rehabilitation Center	FIT/NHNH, Inc.	Grafton County New Hampshire	Community Council of Nashua, N.H. d/b/a Greater Nashua Mental Health	Harbor Home	Headrest	Hope on Haven Hill, Inc.	South Eastern New Hampshire Alcohol & Drug Abuse Services
Technical													
Qualifications (Q1)	50	40	25	47	37	50	50	43	48	50	50	50	50
Experience (Q2)	50	45	25	48	35	45	50	45	50	50	50	45	48
ASAM (Q3)	20	20	11	8	20	15	20	10	20	20	9	20	20
Knowledge (Q4)	20	20	13	5	20	13	20	15	20	20	10	20	18
Samples (Q5)	30	15	7	8	23	21	14	21	12	8	7	14	8
Collaboration & Wraparound (Q6)	45	45	25	15	45	24	45	37	40	45	40	40	20
Staffing Plan (Q7)	15	13	13	4	10	12	13	13	13	13	10	14	4
Subtotal - Technical	**230**	**198**	**119**	**135**	**190**	**180**	**212**	**184**	**203**	**206**	**176**	**203**	**168**
Cost													
4.2.1.1. Budget Sheet	70	63	30	63	63	48	60	63	60	68	58	65	62
4.2.1.2. Staff List	30	25	29	25	25	28	28	30	25	25	28	30	28
Subtotal - Cost	**100**	**88**	**59**	**88**	**88**	**76**	**88**	**93**	**85**	**93**	**86**	**95**	**90**
TOTAL POINTS	**330**	**286**	**178**	**223**	**278**	**256**	**300**	**277**	**288**	**299**	**262**	**298**	**258**

Reviewer Name	Title
1 Sara Cleveland	
2 Paula Holigan	
3 Laurie Heath	
4	
5	

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Subject: Substance Use Disorder Treatment and Recovery Support Services (RFP-2022-BDAS-01-SUBST-05)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Dismas Home of New Hampshire, Inc.		1.4 Contractor Address 102 Fourth St. Manchester, NH 03102	
1.5 Contractor Phone Number (603) 782-3004	1.6 Account Number 010-95-92-920510-33820000 010-95-92-920510-33840000 010-95-92-920510-70400000	1.7 Completion Date September 29, 2023	1.8 Price Limitation $651,316
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: Cheryll Andrews B48FD104B627454...	Date: 9/13/2021	1.12 Name and Title of Contractor Signatory Cheryll Andrews Executive Director	
1.13 State Agency Signature DocuSigned by: Katja Fox ED9003604C03442...	Date: 9/13/2021	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: J. Christopher Marshall D9BD43AE80D9403...		On: 9/14/2021	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

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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.

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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 omissions of the

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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.

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Date ~~9/13/2021~~

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

EXHIBIT A

Revisions to Standard Agreement 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 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.

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall provide Substance Use Disorder (SUD) Treatment and Recovery Support Services that assist individuals with:

1.1.1. Stopping or reducing substance misuse;

1.1.2. Improving physical and mental health and social function; and

1.1.3. Reducing risk for recurrence of substance misuse.

1.2. Resiliency and Recovery Oriented Systems of Care (RROSC)

1.2.1. The Contractor shall ensure SUD Treatment and Recovery Support Services are available to eligible individuals, regardless of where the individual lives or works in New Hampshire. The Contractor shall:

1.2.1.1. Provide treatment services that support the RROSC by operationalizing the Continuum of Care Model.

1.2.1.2. Ensure all services:

1.2.1.2.1. Focus on strengths and resilience of individuals and families;

1.2.1.2.2. Are culturally sensitive and relevant to the diversity of individuals served;

1.2.1.2.3. Promote person-centered and self-directed approaches to care; and

1.2.1.2.4. Are trauma informed and designed to acknowledge the impact of violence and trauma on individuals' lives and the importance of addressing trauma in treatment.

1.3. The Contractor shall comply with all requirements in Exhibit B-1, Operational Requirements, as applicable.

1.4. For the purposes of this agreement, all references to business days shall mean Monday through Friday and excluding state and federal holidays.

1.5. For the purposes of this agreement, all references to calendar days shall mean Monday through Sunday, including state and federal holidays.

1.6. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8:00 AM to 5:00 PM, excluding state and federal holidays.

2. Population Served

2.1. The Contractor shall provide services to individuals who:

2.1.1. Have income below 400% of the Federal Poverty Level;

2.1.2. Are residents of New Hampshire or experiencing homelessness in New Hampshire; and

2.1.3. Are determined positive for SUD with a clinical diagnosis by a Licensed or Unlicensed Counselor.

2.2. The Contractor shall ensure consent for services is obtained prior to providing services, in accordance with 42 CFR Part 2, from:

2.2.1. The individuals who are aged 12 years and older; or

2.2.2. The parent or legal guarding of an individual who is less than 12 years of age.

2.3. The Contractor shall ensure individuals under 18 years of age are not denied services due to:

2.3.1. The parent's inability and/or unwillingness to pay the fee(s); or

2.3.2. The minor's decision to receive confidential services pursuant to New Hampshire Revised Statutes Annotated (RSA) 318-B:12-a.

2.4. The Contractor shall provide services to eligible individuals who:

2.4.1. Receive Medication Assisted Treatment (MAT) services from other providers, including the individual's primary care provider;

2.4.2. Have co-occurring mental health disorders; or

2.4.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

2.5. The Contractor shall enroll eligible individuals for services in order of the priority described below:

2.5.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48-hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:

2.5.1.1. Contact with the Doorway of the individual's choice to connect the individual with SUD treatment services and document actions taken;

2.5.1.2. Assist individuals who refuse referral services offered through the Doorway with identifying alternative providers and

accessing services with these providers, which includes referrals for prenatal care and actively reaching out to identify providers on the behalf of the individual; and

2.5.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor's agency or an alternative provider. The Contractor shall ensure interim services include:

2.5.1.3.1. A minimum of one 60-minute individual or group outpatient session per week or;

2.5.1.3.2. Recovery support services as needed by the individual; or

2.5.1.3.3. Daily calls to the individual to assess and respond to any emergent needs.

2.5.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose in the 14 days prior to screening or in the period between screening and admission to the program.

2.5.3. Individuals with a history of injection drug use, including the provision of interim services within 14 days. If the Contractor is unable to admit an individual with a history of injection drug use within 14 days of the individual applying for services, the Contractor shall provide and document interim services until the appropriate level of care becomes available at either the Contractor's agency or an alternative provider.

2.5.4. Individuals with substance use and co-occurring mental health disorders;

2.5.5. Individuals with current Opioid Use Disorders or Stimulant Use Disorders;

2.5.6. Veterans with SUD;

2.5.7. Individuals with SUD who are involved with the criminal justice and/or child protection system; and

2.5.8. Individuals who require priority admission at the request of the Department.

3. Scope of Services

3.1. Clinical Services

3.1.1. The Contractor shall adhere to a clinical care manual that includes policies and procedures related to all clinical services provided.

3.1.2. The Contractor shall develop and implement written policies and procedures governing its operation and all services provided through

this Agreement. The Contractor shall ensure staff are trained on all policies and procedures, which are reviewed and revised annually.

3.1.3. The Contractor shall provide the following SUD treatment services to eligible individuals:

3.1.3.1. The Contractor shall provide **Transitional Living Services,** which are residential SUD treatment services according to an individualized treatment plan designed to support individuals as they transition back into the community. Transitional Living Services are not defined by ASAM. The Contractor shall ensure:

3.1.3.1.1. Transitional living services include a minimum of three (3) hours of clinical services per week, of which a minimum of one (1) hour shall be delivered by a NH Licensed Counselor or unlicensed Counselor working under the supervision of a NH Licensed Supervisor; and

3.1.3.1.2. The remaining hours are delivered by a NH Certified Recovery Support Worker (CRSW) working under a NH Licensed Supervisor or a Licensed Counselor; and

3.1.3.1.3. The maximum length of stay is six (6) months, during which time adult residents who work in the community may be required to pay a portion of room and board.

3.1.3.2. The Contractor shall provide Low-Intensity Residential Treatment as defined as **ASAM Criteria, Level 3.1** for adults. The Contractor shall ensure low-intensity residential treatment services:

3.1.3.2.1. Support individuals who need Low-Intensity Residential Treatment services.

3.1.3.2.2. Prepare individuals to become self-sufficient within the community, which may include having adult residents who work in the community pay a portion of their room and board.

3.1.4. The Contractor shall provide clinical services separately for adolescents and adults, unless otherwise approved by the Department. The Contractor shall ensure:

3.1.4.1. Adolescents and adults do not share the same residency space; and

3.1.4.2. Communal spaces such as kitchens, group rooms, and recreation are shared at separate times.

3.1.5. The Contractor shall ensure all residential programs maintain a daily shift change log documenting significant events and client behavior of which subsequent shift should be made aware.

3.2. Interim Services

3.2.1. The Contractor shall provide interim services to all individuals waiting for clinical services. The Contractor shall ensure Interim Services include, but are not limited to:

3.2.1.1. Counseling and education about HIV and TB, the risks of needle sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur.

3.2.1.2. Referral for HIV or TB treatment services, if necessary.

3.2.1.3. Individual and/or group counseling on the effects of alcohol and other drug use.

3.3. Infectious Diseases

3.3.1. *Oral Fluid HIV Testing*

3.3.1.1. The Contractor shall administer rapid, on-site, same-day, oral fluid HIV testing as a routine component of SUD treatment for all individuals receiving services, except in those cases where an individual is being served solely via telehealth.

3.3.1.2. If testing is not possible at the time of admission, the Contractor shall administer testing within 48 hours from admission for residential services or at the time of the second session for outpatient services.

3.3.1.3. The Contractor shall conduct an HIV/AIDS screening upon an individual's admission to treatment. The Contractor shall ensure the screening includes:

3.3.1.3.1. The provision of information;

3.3.1.3.2. Risk assessment; and

3.3.1.3.3. Intervention and risk reduction education.

3.3.1.4. In cases where oral fluid HIV testing yields a positive result, the Contractor shall:

3.3.1.4.1. Complete and submit appropriate disease reporting forms to the Department within 72

hours of preliminary diagnoses, in accordance with New Hampshire Administrative Rule He-P 301.

3.3.1.4.2. Assist the Department's Infectious Disease Prevention, Investigation and Care Services Section staff connecting with individuals for the purpose of eliciting, identifying and locating information on sexual or needle sharing partners.

3.3.1.4.3. Link individuals to medical care and counseling services.

3.3.1.5. If an individual refuses to be tested for HIV or refuses to share the results with the Contractor, the Contractor shall:

3.3.1.5.1. Confirm the individual is still eligible to receive services funded through this Agreement; and

3.3.1.5.2. Clearly document the refusal in the individual's file.

3.3.1.6. If an individual receives an HIV test from an alternate provider, the Contractor shall:

3.3.1.6.1. Clearly document the date, location and provider of the HIV test; and

3.3.1.6.2. Ensure follow-up services were provided as appropriate.

3.3.1.7. The Contractor shall ensure all State reporting requirements are met while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.

3.3.1.8. The Contractor shall report all individuals with a positive HIV result, as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.

3.3.2. *Tuberculosis*

3.3.2.1. The Contractor shall directly, or through arrangements with other public or non-profit private entities, routinely make the following tuberculosis services available to each individual receiving SUD treatment services:

3.3.2.1.1. Counseling with respect to TB.

3.3.2.1.2. Testing to determine whether the individual has been infected with mycobacteria TB, to

determine the appropriate form of treatment for the individual.

3.3.2.1.3. Providing for or referring the individuals infected by mycobacteria TB for appropriate medical evaluation and treatment.

3.3.2.2. The Contractor shall refer individuals, who are denied admission to the program on the basis of lack of capacity, to other providers of TB services.

3.3.2.3. The Contractor shall implement infection control procedures consistent with procedures established by the Department to prevent the transmission of TB, which include:

3.3.2.3.1. Screening patients and identifying individuals who are at high risk of becoming infected.

3.3.2.3.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.

3.3.2.3.3. Providing case management to ensure individuals receive services.

3.3.2.4. The Contractor shall report all individuals with active TB, as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.

3.4. Eligibility and Intake

3.4.1. The Contractor shall determine eligibility for services for individuals requesting SUD or recovery support services. The Contractor shall:

3.4.1.1. Assess each individual's income prior to admission using the Web Information Technology System (WITS) fee determination model; and

3.4.1.2. Ensure the individual signs the income assessment upon admission to treatment.

3.4.2. The Contractor shall update income information for all eligible individuals receiving services. The Contractor shall:

3.4.2.1. Ensure updates are completed at a minimum interval of every four (4) weeks;

3.4.2.2. Document each inquiry in the individual's service record using the WITS fee determination model; and

3.4.2.3. Ensure the individual receiving services signs each updated income assessment.

3.4.3. The Contractor shall complete an intake screening for all eligible individuals requesting services. The Contractor shall:

3.4.3.1. Communicate directly with the individual within two (2) business days from the date the individual initially contacts the Contractor for services. The Contractor shall ensure communication includes:

3.4.3.1.1. Face-to-face, in person;

3.4.3.1.2. Face-to-face, virtually and/or electronically; or

3.4.3.1.3. By telephone.

3.4.3.2. Complete an initial intake screening for the individual within two (2) business days from the date of the first direct contact, utilizing the WITS Social Detox Screen or another Department-approved tool, and document the results in WITS, to determine:

3.4.3.2.1. The probability of eligibility for services under this Agreement; and

3.4.3.2.2. The probability of the individual having a substance use disorder.

3.4.3.3. Ensure all attempts to contact the individual are documented in the individual record or call log.

3.5. Clinical Evaluation

3.5.1. The Contractor shall use clinical evaluations conducted and completed by a NH Licensed or Unlicensed Counselor that include DSM 5 Diagnostic information and a recommendation for a level of care based on the ASAM Criteria published in October 2013 (ASAM Criteria), from a referring agency, conducted and completed less than 30 days prior to the individual's admission to the Contractor's SUD treatment program.

3.5.2. The Contractor shall ensure any changes to ASAM dimensions that occurred after the completion of the accepted evaluation from the referring agency are recorded in the individual's record within three (3) days after admission to residential treatment or three (3) sessions for any outpatient levels of care, whichever is later.

3.5.3. The Contractor shall complete a new clinical evaluation for the individual if:

3.5.3.1. More than 30 days have passed since the referring provider completed the evaluation;

3.5.3.2. The evaluation was conducted and completed by someone

other than a NH Licensed or Unlicensed Counselor;

3.5.3.3. The evaluation did not include DSM 5 Diagnostic information and a recommendation for a specific level of care based on the ASAM Criteria; or

3.5.3.4. An individual presents without a completed evaluation.

3.5.4. The Contractor shall assist individuals with accessing an evaluation through their local Doorway, or other appropriate provider, if the Contractor is unable to complete the evaluation prior to admission due to geographic or other barriers.

3.5.5. The Contractor shall ensure the new evaluation is:

3.5.5.1. Completed within three (3) days after admission to residential treatment or three (3) sessions for any outpatient level of care, whichever is later, and

3.5.5.2. Conducted and completed by a NH Licensed or Unlicensed Counselor; utilizing CONTINUUM or an approved alternative assessment tool, provided by the Department, which includes DSM 5 Diagnostic information and recommendation for a specific level of care based on the ASAM Criteria.

3.5.6. The Contractor shall provide SUD treatment services, to eligible individuals, for the appropriate ASAM level of care, as indicated by the individual's clinical evaluation unless:

3.5.6.1. The individual chooses to receive a service with a lower intensity ASAM level of care; or

3.5.6.2. The service with the indicated ASAM level of care is unavailable at the time the level of care is determined; in which case the individual may choose:

3.5.6.2.1. A service with a lower Intensity ASAM level of care;

3.5.6.2.2. A service with the next available higher intensity ASAM level of care;

3.5.6.2.3. To be placed on the waitlist until their service with the assessed ASAM level of care becomes available; or

3.5.6.2.4. To be referred to another agency in the individual's service area that provides the service with the indicated ASAM level of care.

3.5.7. The Contractor shall ensure, if the clinically appropriate level of care

is available and an individual is admitted to a level of care other than what is recommended by the clinical evaluation, the reasoning for the admittance will be clinically justified using ASAM Criteria and be documented in the individual's record prior to admission.

3.6. Waitlists

3.6.1. The Contractor shall maintain a waitlist for all individuals and all SUD treatment services regardless of payor source.

3.6.2. The Contractor shall track the wait time for individuals to receive services from the date of initial contact to the date the individual first received SUD services, other than the evaluation in Subsection 2.11.

3.6.3. The Contractor shall provide monthly reports to the Department detailing:

3.6.3.1. The average wait time for all individuals, by the type of service and payer source for all services; and

3.6.3.2. The average wait time for priority populations, as listed in Subsection 2.5, by the type of service and payer source for the services.

3.7. Assistance Enrolling in Insurance Programs

3.7.1. The Contractor shall assist individuals who are unable to secure the financial resources necessary for initial entry into the SUD treatment program, and/or their parents or legal guardians, obtain other potential sources for payment, within 14 days after admission, which may include, but is not limited to enrollment in:

3.7.1.1. Public insurance.

3.7.1.2. Private insurance.

3.7.1.3. New Hampshire Medicaid programs.

3.7.2. The Contractor shall document assistance provided with securing financial resources or the individuals' refusal of assistance in the individual's service record.

3.8. Use of Evidence-Based Practices

3.8.1. The Contractor shall ensure all services in this Agreement are provided:

3.8.1.1. Using evidence-based practices; as demonstrated by meeting one of the following criteria:

3.8.1.1.1. The service is included as an evidence-based mental health and substance abuse intervention

on the SAMHSA Evidence-Based Practices Resource Center.

3.8.1.1.2. The service is published in a peer-reviewed journal and has been found to have positive effects; or

3.8.1.1.3. The service is based on a theoretical perspective that has validated research.

3.8.1.2. In accordance with:

3.8.1.2.1. ASAM Criteria;

3.8.1.2.2. Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs); and

3.8.1.2.3. SAMHSA Technical Assistance Publications (TAPs).

3.8.2. The Contractor shall assess all individuals for risk of self-harm at all phases of treatment, including:

3.8.2.1. Initial contact;

3.8.2.2. Screening;

3.8.2.3. Intake;

3.8.2.4. Initial Clinical Evaluation/Assessment;

3.8.2.5. Admission;

3.8.2.6. On-going treatment services; and

3.8.2.7. Discharge.

3.8.3. The Contractor shall assess all individuals for withdrawal risk based on ASAM Criteria standards at all phases of treatment, including:

3.8.3.1. Initial contact;

3.8.3.2. Screening;

3.8.3.3. Intake;

3.8.3.4. Initial Clinical Evaluation/Assessment;

3.8.3.5. Admission; and

3.8.3.6. On-going treatment services.

3.8.4. The Contractor shall stabilize all individuals based on ASAM Criteria guidance. The Contractor shall:

3.8.4.1. Provide stabilization services when an individual's level of

risk indicates a service with an ASAM level of care that can be provided in this Agreement and integrate withdrawal management into the individual's treatment plan.

3.8.4.2. Provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely. If the Contractor does not provide the indicated ASAM level of care, the Contractor shall:

3.8.4.2.1. Refer the individual to a facility where the services can be provided when an individual's risk indicates a service with an ASAM level of care that is higher than can be provided under this Contract.

3.8.4.2.2. Coordinate with the withdrawal management services provider to admit the individual to an appropriate service once the individual's withdrawal risk has reached a level that can be provided under this Contract.

3.9. Treatment Planning

3.9.1. The Contractor shall complete individualized treatment plans for all individuals determined to be eligible for services, based on clinical evaluation data that addresses problems in all ASAM Criteria domains, which justify the individual's admittance to a given level of care, except for Transitional Living, which is not required to address all ASAM domains. The Contractor shall ensure all treatment plans:

3.9.1.1. Are completed within two (2) business days or two (2) sessions from the completion of the clinical evaluation or admission, whichever is later;

3.9.1.2. Include treatment plan goals, objectives, and interventions written in terms that are S.M.A.R.T., which are:

3.9.1.2.1. Specific, clearly defining what shall be done;

3.9.1.2.2. Measurable, including clear criteria for progress and completion;

3.9.1.2.3. Attainable, within the individual's ability to achieve;

3.9.1.2.4. Realistic, the resources are available to the individual;

3.9.1.2.5. Timely, something that needs to be completed within a stated period for completion that is reasonable; and

3.9.1.3. Include the individual's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

3.9.2. The Contractor shall update treatment plans at a minimum of intervals as follows:

3.9.2.1. All Level 1 programs: Every six (6) sessions or every six (6) weeks, whichever is earlier.

3.9.2.2. Level 2.1: Every six (6) group sessions or every two (2) weeks, whichever is earlier.

3.9.2.3. Level 2.5, Level 3, Level 3.3, Level 3.5, and Level 3.7: Every seven (7) sessions or every one (1) week, whichever is earlier.

3.9.2.4. Level 3.1 and Transitional Living: Every four (4) weeks, or every four (4) sessions, whichever is earlier.

3.9.3. The Contractor shall update treatment plans, in addition to the recommended intervals above, when:

3.9.3.1. Changes are made in any ASAM domain, except for Transitional Living;

3.9.3.2. Goals have been met and problems have been resolved; or

3.9.3.3. New goals and new problems have been identified.

3.9.4. The Contractor shall ensure treatment plan updates for all levels of care, except Transitional Living include:

3.9.4.1. Justification for continued treatment at the current level of care;

3.9.4.2. Transfer from one level of care to another within the same agency; or

3.9.4.3. Discharge from treatment at the agency.

3.9.5. The Contractor shall ensure justification includes a minimum of one (1) of the three (3) criteria for continuing services when addressing continuing care as:

3.9.5.1. Continuing Service Criteria, A: The individual is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the individual to continue working toward treatment goals; or

3.9.5.2. Continuing Service Criteria B: The individual is not yet making progress, but has the capacity to resolve their

issues. The individual is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue working toward treatment goals; and /or

3.9.5.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the individual is receiving treatment is the least intensive level at which the individual's problems can be addressed effectively.

3.9.5.4. The signature of the individual and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.

3.9.6. The Contractor shall track the individual's progress relative to the specific goals, objectives, and interventions in the individual's treatment plan by completing encounter notes in WITS, or an alternative Electronic Health Record (EHR) approved by the Department.

3.10. Coordination of Care

3.10.1. The Contractor shall inform the Regional Public Health Networks (RPHN) of services available in order to align SUD work with other RPHN projects that may be similar or impact the same populations.

3.10.2. The Contractor shall ensure all coordination of care activities are compliant with state and federal laws and rules, including but not limited to 42 CFR Part 2.

3.10.3. The Contractor shall refer individuals to, and coordinate the individual's care with, other providers and document the coordination, or individual's refusal of the coordination, in the individual's service record. The Contractor shall ensure referrals include, but are not limited to:

3.10.3.1. Primary care providers. If the individual does not have a primary care provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider.

3.10.3.2. Behavioral health care providers when serving individuals with co-occurring substance use and mental health

disorders. If the individual does not have a behavioral health care provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider.

3.10.3.3. Medication-Assisted Treatment (MAT) providers.

3.10.3.4. Peer recovery support providers. If the individual does not have a peer recovery support provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider.

3.10.4. The Contractor shall coordinate with case management services offered by the individual's managed care organization, third party insurance or other provider, as applicable.

3.10.5. The Contractor shall coordinate individual services with the Department's Doorway contractors including, but not limited to:

3.10.5.1. Ensuring timely admission of individuals to services,

3.10.5.2. Completing initial clinical evaluations as needed.

3.10.5.3. Referring individuals to Doorway services when the Contractor cannot admit an individual for services within 48 hours.

3.10.5.4. Referring individuals to Doorway services at the time of discharge when an individual is in need of Doorway services.

3.10.6. The Contractor shall coordinate with the NH Ryan White CARE Program, for individuals identified as at risk of or with HIV/AIDS.

3.10.7. The Contractor shall coordinate with other social service agencies engaged with the individual, as applicable, which may include but are not limited to:

3.10.7.1. NH Division for Children, Youth and Families (DCYF).

3.10.7.2. Probation and parole.

3.10.7.3. Doorways.

3.10.8. The Contractor shall clearly document in the individual's service record when the individual refuses any referrals or care coordination.

3.10.9. The Contractor shall not prohibit individuals from receiving services under this Agreement when an individual does not consent to information sharing.

3.10.10. The Contractor shall notify individuals who consent to information sharing that they have the ability to rescind the consent at any time without any impact on services provided under the awarded contract.

3.10.11. The Contractor shall coordinate with local recovery community organizations, where available, to bring peer recovery support providers into the treatment setting, to meet with individuals to describe available services and to engage individuals in peer recovery support services as applicable.

3.10.12. The Contractor shall complete a Transfer Plan on the day of transfer when an individual is transferring from one level of care to another *within the same agency*, during the same episode of care for all services. The Contractor shall ensure the Transfer Plan:

3.10.12.1. Addresses all ASAM Dimensions;

3.10.12.2. Includes at least one of the four (4) ASAM Criteria for transfer, including how the individual meets that criteria; and

3.10.12.3. Includes the transfer plan and recommendations, with specific information regarding further treatment at the agency.

3.11. The Contractor shall discharge an individual from WITS by closing the Episode in WITS when the individual is discharged from treatment at the agency, even if they are expected to return at a future date, for example, after completing treatment at a different agency. The time frames for discharge are as follows:

3.11.1. Individuals receiving outpatient services (individual outpatient (OP), intensive outpatient (IOP), partial hospitalization program (PHP)), who have not received services in the past 30 days must be discharged by day 30. Upon the individual's return to treatment a new episode of care must be started, and all standard admission steps must be taken.

3.11.2. Individuals receiving residential services, including but not limited to low intensity and high intensity, who have not received services in the past 48 hours must be discharged. The Contractor shall ensure discharge is completed within seven (7) days of the last day of service. Upon the individual's return to treatment a new episode of care must be started, and all standard admission steps must be taken.

3.12. The Contractor shall identify the reason for transfer or discharge in the Program Enrollment section of WITS for each individual at the time of transfer or discharge from the program.

3.13. The Contractor shall complete a Discharge Summary when an individual is being discharged from treatment at the contracted agency for all services within this Agreement. The Contractor shall ensure the Discharge Summary:

3.13.1. Addresses all ASAM (2013) domains, including the process of transfer planning at the time of the individual's intake to the program,

except for Transitional Living;

3.13.2. Is in accordance with Exhibit B-1, Operational Requirements;

3.13.3. Includes the reason for admission, course of treatment, discharge assessment, strengths and liabilities, and discharge plan and recommendations, with specific information regarding referrals or further treatment; and

3.13.4. Includes at least one of the following four (4) ASAM Criteria for discharge, and how individual meets the requirement, except for Transitional Living:

3.13.4.1. Transfer/Discharge Criteria A: The patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

3.13.4.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

3.13.4.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit their ability to resolve their problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

3.13.4.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of their problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

3.14. Individual and Group Education

3.14.1. The Contractor shall offer all individuals receiving services under this Agreement individual or group education on prevention, treatment, and nature of:

3.14.1.1. Substance use disorders.

3.14.1.2. Relapse prevention.

3.14.1.3. Hepatitis C Virus (HCV).

3.14.1.4. Human Immunodeficiency Virus (HIV).

3.14.1.5. Sexually Transmitted Diseases (STDs).

3.14.1.6. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;

3.14.1.7. Individual and/or group counseling for individuals of childbearing age, regardless of gender, on the effects of alcohol and other drug use on a fetus.

3.14.1.8. The relationship between tobacco use and substance use and other mental health disorders, if the individual uses nicotine.

3.14.2. The Contractor shall ensure that all individuals are screened at intake and discharge for tobacco use, treatment needs and referral to the NH QuitLine, as part of treatment planning.

3.14.3. The Contractor shall maintain an outline of each educational session provided.

3.15. Tobacco-Free Environment

3.15.1. The Contractor shall ensure a tobacco-free environment by having policies and procedures that apply to all staff, individuals receiving services, and visitors that include but are not limited to:

3.15.1.1. Smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices.

3.15.1.2. Prohibiting the use of tobacco products within the Contractor's facilities at any time.

3.15.1.3. Prohibiting the use of tobacco in any Contractor-owned vehicle.

3.15.1.4. Whether the use of tobacco products is prohibited outside of the facility on the grounds. If use of tobacco products is allowed outside of, but on the grounds of, the facility, the Contractor shall ensure:

3.15.1.4.1. Designated smoking area(s) are located a minimum of 20 feet from the main entrance;

3.15.1.4.2. All materials used for smoking in the designated area, including cigarette butts and matches, are extinguished and disposed of in appropriate containers;

3.15.1.4.3. Periodic cleanup of the designated smoking area is scheduled and completed as scheduled and/or needed; and

3.15.1.4.4. If the designated smoking area is not properly maintained, it is eliminated at the discretion of the Contractor.

3.15.1.5. Prohibiting tobacco use in personal vehicles when transporting individuals on authorized business.

3.15.2. The Contractor shall ensure the Tobacco-Free Environment policy is included in employee, individual, and visitor orientations and posted in the Contractor's facilities and vehicles.

3.15.3. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging individuals from services being provided under this Contract.

3.16. State Opioid Response (SOR) Grant Standards

3.16.1. The Contractor shall establish formal information sharing and referral agreements with the Doorways in compliance with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.

3.16.2. The Contractor shall ensure all referrals of individuals to the Doorways are:

3.16.2.1. Completed and documented in the individual's file;

3.16.2.2. Available to the Department as requested and as needed for payment of invoices for services provided through SOR-funded initiatives.

3.16.3. The Contractor shall ensure individuals receiving services rendered from SOR funds have a documented history or current diagnoses of Opioid Use Disorder (OUD) or Stimulant Use Disorders.

3.16.4. The Contractor shall coordinate ongoing care for individuals with documented history or current diagnoses of OUD or Stimulant Use Disorder, receiving services rendered from SOR funds, with the Doorways in accordance with 42 CFR Part 2.

3.16.5. The Contractor shall ensure that SOR grant funds are not used to purchase, prescribe, or provide marijuana or for providing treatment using marijuana. The Contractor shall ensure:

3.16.5.1. Treatment in this context includes the treatment of opioid use disorder (OUD).

3.16.5.2. Grant funds are not provided to any individual who or

organization that provides or permits marijuana use for the purposes of treating substance use or mental health disorders.

3.16.5.3. This marijuana restriction applies to all subcontracts and memorandums of understanding (MOU) that receive SOR funding.

3.16.6. The Contractor shall provide Medication Assisted Treatment (MAT) only with FDA-approved MAT for Opioid Use Disorder (OUD), which includes:

3.16.6.1. Methadone; and

3.16.6.2. Buprenorphine products including:

3.16.6.2.1. Single-entity buprenorphine products;

3.16.6.2.2. Buprenorphine/naloxone tablets;

3.16.6.2.3. Buprenorphine/naloxone films; and

3.16.6.2.4. Buprenorphine/naloxone buccal preparations.

3.16.7. The Contractor shall provide medical withdrawal management services supported by SOR funds only when the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

3.16.8. The Contractor shall provide a Fentanyl test strip utilization plan to the Department for approval prior to implementation. The Contractor shall ensure the utilization plan includes:

3.16.8.1. Internal policies for the distribution of Fentanyl strips;

3.16.8.2. Distribution methods and frequency; and

3.16.8.3. Other key data as requested by the Department.

3.16.9. The Contractor shall ensure individuals receiving financial aid for recovery housing utilizing SOR funds are in a recovery housing facility that aligns with the National Alliance for Recovery Residences standards and is registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with New Hampshire Administrative Rules, He-A 305, Voluntary Registry for Recovery Houses.

3.16.10. The Contractor shall accept individuals on MAT and facilitate access to MAT on-site or through referrals for all individuals supported with SOR funds, as clinically appropriate.

3.16.11. The Contractor shall ensure individuals who refuse to consent to information sharing with the Doorways do not receive services

utilizing SOR funding.

3.16.12. The Contractor shall ensure individuals who rescind consent to information sharing with the Doorway do not receive any additional services utilizing SOR funding.

4. Web Information Technology System

4.1. The Contractor shall use the Web Information Technology System (WITS) to record contact with individuals within three (3) days following the activity, unless otherwise stated in the WITS guidance document(s). The Contractor shall utilize WITS to record all BDAS individual activities, including, but not limited to:

4.1.1. Determining individual eligibility.

4.1.2. Reporting all data that is used to calculate and analyze National Outcome Measures.

4.1.3. Billing the Department for services performed under the resulting contract including all data required by the Department to authorize payment.

4.1.4. Providing other information as required by the Department.

4.2. The Contractor shall provide the individual with the WITS Information Acknowledgement and obtain the individual's signature on that format the time of admission to treatment, prior to providing services.

4.3. The Contractor shall ensure information for individuals refusing to sign the WITS Information Acknowledgement is not entered into the WITS system and the Contractor shall contact the Department to establish alternative reporting and billing procedures.

4.4. The Contactor shall ensure services are provided to individuals who refuse to sign the WITS Information Acknowledgement, despite not being able to enter that individual into the WITS system. The Contractor shall:

4.4.1. Establish a policy to document individual activity elsewhere;

4.4.2. Obtain Department approval of the established policy;

4.4.3. Notify the Department of each individual's refusal; and

4.4.4. Ensure the Department has access to records as requested.

4.5. The Contractor shall ensure the WITS system is only used for individuals who are in a program that is funded by or under the oversight of the Department. The Contractor may use WITS to enter information for non-BDAS individuals if the following conditions apply:

4.5.1. The Department has approved the Contractors' use of WITS for this purpose;

4.5.2. The Contractor utilized WITS prior to September of 2019; and

4.5.3. The Contractor does not have an alternative electronic health record available for use.

4.6. The Contractor shall cease utilizing WITS if an individual obtains funding from another source while in treatment, unless otherwise approved by the Department. Individuals who are in a program that is funded by or under the oversight of the Department include:

4.6.1. Individuals receiving BDAS-funded SUD treatment services,

4.6.2. Individuals receiving services from Impaired Driver Care Management Programs (IDCMP); and

4.6.3. Individuals receiving services from Impaired Driver Service Providers (IDSP), regardless of funding source.

4.7. The Contractor may use their own electronic health record (EHR), in addition to WITS, to record and track other data not collected in WITS, upon approval by the Department and only if the Department has access to the EHR.

4.8. The Contractor shall record that an individual has been discharged when the individual has completed a treatment episode in WITS.

4.9. The Contractor shall follow all the instructions and requirements in the most current WITS User Guide, as provided by the Department.

4.10. The Contractor shall agree to and follow the Information Security Requirements in Exhibit K.

5. Telehealth

5.1. The Contractor may deliver outpatient services via telehealth through secure telecommunication technology, when clinically appropriate and within the Contractor's scopes of practice, as documented in the individual's treatment plan. The Contractor acknowledges and agrees that:

5.1.1. Telehealth services may be rendered from a remote site, other than the Contractor's facility.

5.1.2. Confidentiality and privacy protections apply to all telehealth services, under the same laws that protect the confidentiality of in-person services

5.1.3. The use of public facing applications such as Facebook Live, Twitch, TikTok, or other similar video communication applications is prohibited.

5.2. The Contractor shall ensure telehealth complies with all security and privacy components identified in Exhibit K, DHHS Information Security Requirements. The Contractor shall ensure:

5.2.1. Individual's informed consent to using the telecommunication technology is received and kept on file.

5.2.2. A provider is present with the individual(s) during the use of telecommunication technology.

5.2.3. Only authorized users have access to any electronic PHI (ePHI) that is shared or available through the telecommunication technology.

5.2.4. Secure end-to-end communication of data is implemented, including all communication of ePHI remaining in the United States.

5.2.5. A system of monitoring the communications containing ePHI is implemented to prevent accidental or malicious breaches.

5.3. The Contractor shall adhere to all relevant state and federal regulations regarding telehealth not identified in the contract, including regulations regarding face-to-face services.

6. Staffing

6.1. The Contractor shall meet the minimum staffing requirements, or request an exemption to the requirements, to provide the scope of work in this Agreement. Staffing levels must include the following:

6.1.1. A minimum of one (1) New Hampshire Licensed Clinical Supervisor.

6.1.2. Staffing ratios for the following:

6.1.2.1. Individual Counseling: The ratio of individuals to NH Licensed and Unlicensed Counselors who provide counseling to individuals on an individual basis in any ASAM level of care should be based on the following:

6.1.2.1.1. Clinician's ability to provide appropriate, effective, and evidence-based treatment to individuals within the setting;

6.1.2.1.2. Type of treatment provided;

6.1.2.1.3. Composition of the individual population; and

6.1.2.1.4. Availability of auxiliary services.

6.1.2.2. SUD Treatment Groups: No more than 12 individuals with one NH Licensed Counselor or Unlicensed Counselor present or no more than 16 individuals when that Counselor is joined by a second Licensed Counselor, Unlicensed Counselor, CRSW or Uncertified Recovery Support Worker.

6.1.2.3. Recovery Support Groups: No more than eight (8) individuals with one (1) NH CRSW present or no more than 12 individuals when that CRSW is joined by a second

CRSW, or Uncertified CRSW, Licensed or Unlicensed Counselor.

6.1.2.4. Milieu/Line Staff: Ratios must be based upon the needs of the individuals, and the staff's ability to ensure individual health, safety and well-being. The Contractor shall ensure a minimum of one (1) floating Milieu/Line staff member able to move between common areas to observe individuals is present at all times, when the space is occupied by individuals. The following Milieu/Line staff to individual ratio is required for all residential facilities. Temporary staffing shortages are allowable, but not encouraged, while the Contractor actively seeks to fill any open staff positions. Any temporary staffing shortages must be reported to BDAS in the Quarterly Reports, and Contractor must be actively working to recruit new staff:

6.1.2.4.1. 3.5 Level of Care, or 3.5 Co-occurring Capable Level of Care:

6.1.2.4.1.1. A maximum of five (5) individuals to 1 (one) Milieu/Line Staff Member present with individuals, during awake hours, when individuals are not participating in a group or individual session; and

6.1.2.4.1.2. A maximum of 10 individuals to one (1) awake Milieu/Line Staff during overnight hours.

6.1.2.4.2. 3.5 Co-occurring Enhanced Level of Care, or 3.7 Level of Care:

6.1.2.4.2.1. A maximum of five (5) individuals to one (1) Milieu/Line Staff Member present with individuals during awake hours, when individuals are not participating in a group or individual session; and

6.1.2.4.2.2. A maximum of 10 individuals to one (1) awake Milieu/Line during overnight hours.

6.1.2.4.3. 3.1 Level of Care:

6.1.2.4.3.1. A maximum of eight (8) individuals to one (1) Milieu/Line staff member

present with individuals during awake hours, when individuals are not participating in a group or individual session; and

6.1.2.4.3.2. A maximum 14 individuals to one (1) awake Milieu/Line staff during overnight hours.

6.2. The Contractor shall notify the Department, in writing, of changes in key personnel, of whom a minimum of 10% of their work time is devoted to providing SUD treatment and/or recovery support services, and provide, within five (5) working days, updated resumes that clearly indicate the staff member is employed by the Contractor.

6.3. The Contractor shall notify the Department in writing within one (1) month of hire when a new administrator, coordinator, or any staff person essential to delivering this scope of services is hired to work in the program(s). The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the new hire notification.

6.4. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one (1) month.

6.5. The Contractor shall have policies and procedures related to student interns that address minimum coursework, experience and core competencies for interns having direct contact with individuals served by this Agreement.

6.6. The Contractor shall ensure student interns complete training on the following topics, as approved by the Department, prior to beginning their internship:

6.6.1. Ethics;

6.6.2. 12 Core Functions;

6.6.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and

6.6.4. Information security and confidentially practices for handling PHI and substance use disorder treatment records as safeguarded by 42 CFR Part 2.

6.7. The Contractor shall ensure attendance of all required training for interns is documented in the interns' records and shall provide a list of which includes the intern's name and dates and topics of training, to the Department, as requested.

6.8. The Contractor shall ensure the health, safety, and well-being of all individuals in areas where individuals congregate, including, but not limited to:

6.8.1. Common areas.

6.8.2. Group rooms.

6.8.3. Classrooms.

6.9. The Contractor shall ensure written policies are available for Department review, as requested, for all required positions. The Contractor may request an exemption of staffing requirements if the requirements are inappropriate for services provided.

6.10. The Contractor shall provide both clinical and safety justifications to request exemption for any of the staffing requirements believed inappropriate for proposed services and/or if the facility does not meet the staffing requirements to the Department for approval.

6.11. The Contractor shall ensure no Licensed Clinical Supervisor shall supervise more than 12 staff unless the Department has approved an alternative supervision plan.

6.12. The Contractor shall provide ongoing clinical supervision that occurs at regular intervals, and is documented in all staff members' records and evidence-based practices. Clinical supervision, shall include, at a minimum:

6.12.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress; and

6.12.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.

6.13. The Contractor shall provide training to all staff providing SUD services under this Agreement on the following topics. Training attendance must be documented in all staff members' records:

6.13.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;

6.13.2. The 12 core functions;

6.13.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and

6.13.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.

6.14. The Contractor shall ensure all Unlicensed Staff complete training on the following topics, as approved by the Department, within six (6) months of hire:

6.14.1. Ethics;

6.14.2. 12 Core Functions;

6.14.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and

6.14.4. Information security and confidentially practices for handling PHI and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within six (6) months of hire.

6.15. The Contractor shall provide in-service training to all staff involved in individual care within 15 days of the contract effective date or the staff person's employment start date, if the staff member started work after the contract effective date and annually thereafter. The Contractor shall ensure in-service training topics are as follows:

6.15.1. Contract requirements;

6.15.2. Policies and procedures provided by the Department;

6.15.3. Hepatitis C (HCV);

6.15.4. Human immunodeficiency virus (HIV);

6.15.5. Tuberculosis (TB); and

6.15.6. Sexually transmitted diseases (STDs).

6.16. The Contractor shall ensure all staff receive annual continuing education on the following topics:

6.16.1. Advancements in the science and evidence-based practices of the SUD field; and

6.16.2. State and federal laws and rules relating to confidentiality.

6.17. The Contractor shall ensure staff attendance of all required training is documented in the staff members' records and shall provide a list of trained staff which includes dates and topics of training, to the Department, as requested.

7. Audit Requirements

7.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:

7.1.1. 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.

7.1.2. 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.

7.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

7.2. If Condition A exists, the Contractor must 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.

7.3. If Condition B or Condition C exists, the Contractor must submit an annual **financial audit** performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

7.4. 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.

7.5. 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 must 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.

7.6. In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings, which addresses any and all findings.

7.7. The Contractor must ensure the corrective action plan uses SMART goals and objectives, and includes:

7.7.1. The action(s) that shall be taken to correct each deficiency;

7.7.2. The action(s) that shall be taken to prevent the reoccurrence of each deficiency;

7.7.3. The specific steps and time line for implementing the actions above;

7.7.4. The plan for monitoring to ensure that the actions above are effective; and

7.7.5. How and when the Contractor shall report to the Department on progress on implementation and effectiveness

8. Exhibits Incorporated

8.1. 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.

8.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

8.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

9. Reporting Requirements

9.1. The Contractor shall report individual demographic data in WITS for all BDAS funded individuals as specified in the current WITS User Guide.

9.2. The Contractor shall report individual National Outcome Measures (NOMS) data in WITS for:

9.2.1. 100% of all individuals at admission.

9.2.2. 100% of all individuals who are discharged.

9.3. The Contractor shall report all data *necessary* for *calculation* of the following performance measures in WITS and as specified in the WITS User Guide:

9.3.1. Initiation: Percentage of individuals accessing services within 14 days of screening;

9.3.2. Engagement: Percentage of individuals receiving three (3) or more eligible services within 34 days of screening;

9.3.3. Retention: Percentage of individuals receiving six (6) or more eligible services within 60 days of screening;

9.3.4. Treatment completion: Percentage of individuals completing treatment; and

9.3.5. National Outcome Measures (NOMS):

9.3.5.1. Reduction in/no change in the frequency of both alcohol and other drug substance use at discharge compared date of first service.

9.3.5.2. Increase in/no change in number of individuals employed or in school on the date of last service compared to first service.

9.3.5.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service.

9.3.5.4. Increase in/no change in number of individuals that have

stable housing at last service compared to first service.

9.3.5.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service.

9.4. The Contractor shall report all other data, as specified in the WITS User Guide, to support the Department's analysis and reporting on demographics, performance, services and other factors as determined by the Department and in a format specified by the Department.

9.5. The Contractor shall complete monthly contract compliance reporting no later than the 10th day of the month following the reporting month in a format determined and as requested by the Department.

9.6. The Contractor shall submit quarterly contract compliance reporting no later than the 10th day of following month in a format determined and as requested by the Department.

9.7. The Contractor shall report all critical incidents to the Department in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

9.7.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well- being, including but not limited to:

9.7.1.1. Abuse;

9.7.1.2. Neglect;

9.7.1.3. Exploitation;

9.7.1.4. Rights violation;

9.7.1.5. Missing person;

9.7.1.6. Medical emergency;

9.7.1.7. Restraint; or

9.7.1.8. Medical error.

9.8. The Contractor shall submit additional information regarding critical incidents to the Department as requested and required.

9.9. The Contractor shall report critical incidents to other agencies as required by law.

9.10. The Contractor shall notify the Department in writing of all contact with law enforcement as soon as possible and no more than 24 hours following the incident.

9.11. The Contractor shall notify the Department in writing of all media contacts as

soon as possible and no more than 24 hours following the incident.

9.12. The Contractor shall report in accordance with the Department's Sentinel Even Reporting guidance.

9.13. The Contractor shall refer to the current WITS User Guide for guidance on NOMS and other data reporting requirements.

10. Performance Measures

10.1. Contract performance shall be measured to evaluate service quality and efficacy in mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses. The following performance measures will be used by the Department to evaluate selected vendor performance:

10.1.1. Initiation: Percentage of individuals accessing services within 14 days of screening;

10.1.2. Engagement: Percentage of individuals receiving three (3) or more eligible services within 34 days of screening;

10.1.3. Retention: Percentage of individuals receiving six (6) or more eligible services within 60 days of screening;

10.1.4. Treatment completion: Percentage of individuals completing treatment; and

10.1.5. National Outcome Measures (NOMS): The percentage of individuals out of all individuals discharged improved in at least three (3) out of five (5) of the following NOMS outcome criteria:

10.1.5.1. Reduction in/no change in the frequency of both alcohol and other drug substance use at discharge compared to the period of 7 days before and the date of first service during an episode of care (or previous episode of care for individuals referred for services from a different BDAS contracted SUD treatment provider).

10.1.5.2. Increase in/no change in number of individuals employed or in school on the date of last service compared to first service.

10.1.5.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service.

10.1.5.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service.

10.1.5.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service.

10.2. The Contractor shall meet or exceed baseline performance requirements as determined by the Department.

10.2.1. The Department will actively and regularly collaborate with the Contractor to develop a performance improvement structure that will enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

10.2.2. The Department may identify expectations for active and regular collaboration, including key performance measures, in this Agreement. Where applicable, the Contractor must collect and share data with the Department, as requested and in a format specified by the Department.

10.3. The Contractor shall participate in all quality improvement activities to ensure the standard of care for individuals, as directed and requested by the Department, including, but not limited to:

10.3.1. Electronic and in-person individual record reviews.

10.3.2. Site visits.

10.3.3. Training and technical assistance activities.

10.4. The Contractor shall monitor and manage the utilization of levels of care and service array to ensure services are offered through the term of the contract to maintain a consistent service capacity for SUD treatment and recovery support services statewide by monitoring the capacity such as staffing and other resources to consistently and evenly deliver these services.

10.5. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

10.6. The Contractor shall participate in quarterly meetings with the Department to ensure compliance with the contractual requirements.

10.7. The Contractor may be required to provide other key data and metrics to the Department, including individual-level demographic, performance, and service data.

10.8. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

11. Additional Terms

11.1. Impacts Resulting from Court Orders or Legislative Changes

11.1.1. 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.

11.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

11.2.1. The Contractor shall submit, within ten (10) days of the Agreement 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.

11.3. Credits and Copyright Ownership

11.3.1. If the Contractor wishes to publicly reference or market their use of American Society of Addiction Medicine (ASAM) criteria, or utilize language related to American Society of Addiction Medicine levels of care in promotion or marketing of their services, the Contractor must agree to sign and have in effect, the End User License Agreement with the State of New Hampshire prior to publicly referencing or marketing their services as such. The Contractor shall comply with the terms of Appendix F, End User License Agreement, or the Contractor shall not be permitted to publicly reference or market their use of anything related to ASAM.

11.3.2. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

11.3.3. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

11.3.4. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

11.3.4.1. Brochures.

11.3.4.2. Resource directories.

11.3.4.3. Protocols or guidelines.

11.3.4.4. Posters.

11.3.4.5. Reports.

11.3.5. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

11.4. Operation of Facilities: Compliance with Laws and Regulations

11.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit: In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement 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.

11.4.2. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.

11.4.3. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.

11.4.4. The Contractor shall ensure facilities where services are provided meet all the applicable laws, rules, policies, and standards.

11.4.5. The Contractor shall submit a transition plan for Department approval no later than 30 days from the contract effective date of the resulting contract that specifies actions to be taken in the event that the selected vendor can no longer provide services. The selected Contractor shall ensure the transition plan includes, but is not limited to:

11.4.5.1. An action plan that ensures the seamless transition of individuals to alternative providers with no gap in services;

11.4.5.2. Where and how individual records will be transferred to ensure no gaps in services, ensuring the Department is

not identified as the entity responsible for individual records; and

11.4.5.3. Individual notification processes and procedures for transitioning records.

11.4.6. The Contractor shall comply with applicable federal and state laws, rules and regulations, applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.

11.4.7. The Contractor shall comply with all information security and privacy requirements as set by the Department.

11.5. Eligibility Determinations

11.5.1. If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

11.5.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

11.5.3. In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

11.5.4. The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

11.6. Records

11.6.1. The Contractor shall keep records that include, but are not limited to:

11.6.1.1. 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.

11.6.1.2. 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.

11.6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.

11.6.1.4. Medical records on each individual who receives services.

11.6.2. During the term of this Agreement 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 Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) 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 Operational Requirements

1. **Requirements for Organizational or Program Changes.**
   - 1.1. The Contractor shall provide written notification to the no later than 30 days prior to changes in:
     - 1.1.1. Ownership;
     - 1.1.2. Physical location; or
     - 1.1.3. Name.
   - 1.2. The Contractor shall submit a copy of the certificate of amendment from the New Hampshire Secretary of State with the effective date of the change to the Department, when there is a change in the name of the ownership, physical location, or name of the organization,
2. **Inspections and Administrative Remedies**
   - 2.1. The Contractor shall allow any Department representative at any time to be admitted on the premises to inspect:
     - 2.1.1. The facility;
     - 2.1.2. All programs and services provided through this Agreement; and
     - 2.1.3. Any records required by the Agreement.
   - 2.2. The Contractor shall be issued a notice of deficiencies when the Department determines that the Contractor is in violation of any contract requirements. The Contractor shall receive written notice from the Department, as applicable which:
     - 2.2.1. Identifies each deficiency;
     - 2.2.2. Identifies the specific proposed remedy(ies); and
     - 2.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 541-A and NH Administrative Rule He-C 200.
   - 2.3. The Contractor shall receive administrative remedies from the Department for violations of contract requirements, which may include, but is not limited to:
     - 2.3.1. The requirement to submit a plan of correction (POC).
     - 2.3.2. The imposition of a POC by the Department.
     - 2.3.3. Contract suspension.
     - 2.3.4. Contract Revocation.
3. **Plans of Corrective Action**
   - 3.1. The Contractor shall submit a written POC to the Department within 21 days of receiving a notice of deficiencies, for review and acceptance. The Contractor shall ensure the POC includes, but is not limited to:
     - 3.1.1. Steps to be taken to correct each deficiency.

3.1.2. Measures that will be put in place.

3.1.3. System changes to be made to ensure that the deficiency does not recur.

3.1.4. The date by which each deficiency will be corrected, ensuring the correction occurs no later than 90 days from the date the POC is submitted to the Department.

3.2. The Contractor shall ensure each POC:

3.2.1. Achieves compliance with contract requirements;

3.2.2. Addresses all deficiencies and deficient practices as cited in the notice of deficiencies; and

3.2.3. Mitigates the likelihood of a new violation of contract requirements as a result of implementation of the POC.

3.3. The Department shall notify the Contractor of the reasons for rejection of the POC, if the POC is not accepted. The Contractor shall:

3.3.1. Develop and submit a revised POC within 21 days of the date of the written notification of POC rejections.

3.3.2. Ensure the revised POC complies with POC standards identified above.

3.4. The Contractor shall be subject to a directed POC from the Department that specifies the corrective actions to be taken when:

3.4.1. Deficiencies were identified during an inspection that require immediate corrective action to protect the health and safety of the individuals receiving services or staff providing services.

3.4.2. The original POC is not submitted within 21 days of the date of the written notification of deficiencies;

3.4.3. The revised POC is rejected by the Department; or

3.4.4. The POC is not implemented by the completion date identified in the Department-accepted POC.

3.5. The Contractor shall admit and allow the Department access to the premises and records related to the Department-accepted POC, after the completion date identified in the POC, in order to verify the implementation of the POC, which may include, but is not limited to:

3.5.1. Review of materials submitted by the Contractor;

3.5.2. Follow-up inspection; or

3.5.3. Review of compliance during the next scheduled inspection.

4. **Duties and Responsibilities**

4.1. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to individuals on an ongoing basis.

4.2. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.

4.3. The Contractor shall employ an administrator responsible for the day-to-day operations of services provided in this Agreement. The Contractor shall:

4.3.1. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and

4.3.2. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor, the staff position(s) to be delegated, and the authority and responsibility to act in the administrator's behalf when the administrator is absent.

4.4. The Contractor shall ensure the following documents are posted in a public area:

4.4.1. A copy of the Contractor's policies and procedures relative to the implementation of rights and responsibilities for individuals receiving services, including confidentiality per 42 CFR Part 2; and

4.4.2. The Contractor's plan for fire safety, evacuation, and emergencies, identifying the location of, and access to all fire exits.

4.5. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the Department.

4.6. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the Department, and all court orders.

4.7. The Contractor shall follow the required procedures for the care of the individuals, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007 for residential programs, if the Contractor accepts an individual who is known to have a disease reportable under NH Administrative Rule He-P 301, or an infectious disease.

4.8. The Contractor shall comply with state and federal regulations on confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12.

4.9. The Contractor shall develop policies and procedures regarding the release of information contained in individual service records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.

4.10. The Contractor shall ensure all records relating to services provided through this Agreement are legible, current, accurate, and available to the Department during an inspection or investigation.

4.11. The Contractor shall ensure service site(s) are accessible to individuals with a disability, using Americans with Disabilities Act (ADA) accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq. The Contractor shall ensure service sites include:

4.11.1. A reception area separate from living and treatment areas;

4.11.2. A private space for personal consultation, charting, treatment and social activities, as applicable;

4.11.3. Secure storage of active and closed confidential individual records; and

4.11.4. Separate and secure storage of toxic substances.

4.12. The Contractor shall establish a code of ethics for staff that includes a mechanism for reporting unethical conduct.

4.13. The Contractor shall develop, implement, and maintain specific policies, including:

4.13.1. Rights, grievance, and appeals policies and procedures for individuals receiving services;

4.13.2. Progressive discipline, leading to administrative discharge;

4.13.3. Reporting and appealing staff grievances;

4.13.4. Alcohol and other drug use while in treatment;

4.13.5. Individual and employee smoking that are in compliance with Exhibit B, Section 3.16;

4.13.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;

4.13.7. Holding an individual's possessions;

4.13.8. Secure storage of staff medications;

4.13.9. Medication belonging to individuals receiving services;

4.13.10. Urine specimen collection, as applicable, that:

4.13.10.1. Ensures collection is conducted in a manner that preserves individual privacy as much as possible; and

4.13.10.2. Minimizes falsification;

4.13.11. Safety and emergency procedures on:

4.13.11.1. Medical emergencies;

4.13.11.2. Infection control and universal precautions, including the use of protective clothing and devices;

4.13.11.3. Reporting injuries;

4.13.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures; and

4.13.11.5. Emergency closings,;

4.13.12. The Contractor shall develop, implement and maintain procedures for:

4.13.12.1. Protection of individual records that govern use of records, storage, removal, conditions for release of information, and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and

4.13.12.2. Quality assurance and improvement.

5. Collection of Fees.

5.1. The Contractor shall maintain procedures regarding collections from individual fees, private or public insurance, and other payers responsible for the individual's finances; and

5.2. The Contractor shall provide the individual, and the individual's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge at the time of screening and admission,

6. Screening and Denial of Services

6.1. The Contractor shall maintain a record of all individual screenings, including:

6.1.1. The individual's name and/or unique identifier;

6.1.2. The individual's referral source;

6.1.3. The date of initial contact from the individual or referring agency;

6.1.4. The date of screening; and

6.1.5. The result of the screening, including the reason for denial of services if applicable;

6.2. The Contractor shall record all referrals to and coordination with the Doorway and interim services, or the reason that the referral was not made, for any individual who is placed on a waitlist. The Contractor shall:

6.2.1. Record all contact with the individual between screening and removal from the waitlist; and

6.2.2. Record the date the individual was removed from the waitlist and the reason for removal.

6.3. In the instance an individual requesting services is denied service(s), the Contractor shall:

6.3.1. Inform the individual of the reason for denial of service(s); and

6.3.2. Assist the individual in identifying and accessing appropriate available treatment.

6.4. The Contractor shall not deny services to an individual solely because the individual:

6.4.1. Previously left treatment against the advice of staff;

6.4.2. Relapsed from an earlier treatment;

6.4.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or

6.4.4. Has been diagnosed with a mental health disorder.

6.5. The Contractor shall report on denial of services to individuals at the request of the Department.

7. **Staffing Requirements**

7.1. The Contractor shall develop a current job descriptions for all staff, including contracted staff, volunteers, and student interns, which includes:

7.1.1. Job title;

7.1.2. Physical requirements of the position;

7.1.3. Education and experience requirements of the position;

7.1.4. Duties of the position;

7.1.5. Positions supervised; and

7.1.6. Title of immediate supervisor.

7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which includes, but is not limited to:

7.2.1. Requiring a prospective employees to sign a releases to allow the Contractor to conduct a criminal record check;

7.2.2. Requiring the administrator or designee to obtain and review criminal record checks from the New Hampshire Department of Safety for each prospective employee;

7.2.3. Ensuring criminal record check standards are reviewed to ensure the health, safety, or well-being of individuals, beyond which shall be reason for non-selection for employment, including the following:

7.2.3.1. Felony convictions in this or any other state;

7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and

7.2.3.3. Findings by the Department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and

7.2.4. Waiver of 7.2.3 above for good cause shown.

7.3. The Contractor shall ensure all staff, which includes contracted staff, meet the educational, experiential, and physical qualifications of the position as listed in their job description. The Contractor shall ensure staff:

7.3.1. Do not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;

7.3.2. Are licensed, registered or certified as required by state statute and as applicable;

7.3.3. Receive an orientation within the first three (3) days of work or prior to direct contact with individuals, which includes:

7.3.3.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;

7.3.3.2. The Contractor's policies on the rights, responsibilities, and complaint procedures for individuals receiving services;

7.3.3.3. Federal and state confidentiality requirements;

7.3.3.4. Grievance procedures;

7.3.3.5. Job duties, responsibilities, policies, procedures, and guidelines;

7.3.3.6. Topics covered by both the administrative and personnel manuals;

7.3.3.7. The Contractor's infection prevention program;

7.3.3.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of staff in an emergency; and

7.3.3.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and

7.3.4. Sign and date documentation that they have taken part in an orientation as described above;

7.3.5. Complete a mandatory annual in-service education, which includes a review of all elements described above.

7.4. The Contractor shall ensure, prior to having contact with individuals receiving services, that employees and contracted employees:

7.4.1. Submit proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:

7.4.1.1. The name of the examinee;

7.4.1.2. The date of the examination;

7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;

7.4.1.4. Results of a 2-step TB test, Mantoux method or other method approved by the Centers for Disease Control; and

7.4.1.5. The dated signature of the licensed health practitioner.

7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and

7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium TB through shared air space with persons with infectious TB.

7.5. The Contractor shall ensure employees, contracted employees, volunteers and independent Contractors who have direct contact with individuals who have a history of TB or a positive skin test have a symptomatology screen of a TB test.

7.6. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student intern, volunteer, and contracted staff, which includes, but is not limited to:

7.6.1. A completed application for employment or a resume.

7.6.2. Identification data.

7.6.3. The education and work experience of the employee.

7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:

7.6.4.1. Position title;

7.6.4.2. Qualifications and experience; and

7.6.4.3. Duties required by the position.

7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable.

7.6.6. A signed and dated record of orientation as required above.

7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable.

7.6.8. Records of screening for communicable diseases results required above.

7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary.

7.6.10. Documentation of annual in-service education as required above that includes date of completion and signature of staff.

7.6.11. Information as to the general content and length of all continuing education or educational programs attended;

7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the individual's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy;

7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that the individual:

7.6.13.1. Does not have a felony conviction in this or any other state;

7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect, or exploitation or pose a threat to the health, safety or well-being of an individual; and

7.6.13.3. Has not had a finding by the Department or any administrative agency in NH or any other state for assault, fraud, abuse, neglect or exploitation of any person; and

7.6.14. Documentation of the criminal records check and any waivers, as applicable.

7.7. An individual need not re-disclose any of the matters in the criminal background check if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.

8. **Clinical Supervision of Unlicensed Counselors**

8.1. The Contractor shall ensure all unlicensed counselors providing treatment, education and/or recovery support services; and all uncertified CRSWs, are under the direct supervision of a licensed supervisor.

8.2. The Contractor shall ensure no licensed supervisor supervises more than 12 unlicensed staff, unless the Department has approved an alternative supervision plan.

8.3. The Contractor shall ensure unlicensed counselors receive a minimum of one (1) hour of supervision for every 20 hours of direct contact with individuals receiving services;

8.4. The Contractor ensures supervision is provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;

8.5. The Contractor shall ensure supervision includes:

8.5.1. Review of case records;

8.5.2. Observation of interactions with individuals receiving services;

8.5.3. Skill development; and

8.5.4. Review of case management activities;

8.6. The Contractor shall ensure supervisors maintain a log of the supervision date, duration, content and who was supervised by whom; and

8.7. The Contractor shall ensure staff licensed or certified shall receive supervision in accordance with the requirement of their licensure.

9. Orientation for Individuals Receiving Services

9.1. The Contractor shall conduct an orientation for individuals receiving services upon admission to program, either individually or by group, that includes:

9.1.1. Rules, policies, and procedures of the program and facility;

9.1.2. Requirements for successfully completing the program;

9.1.3. The administrative discharge policy and the grounds for administrative discharge;

9.1.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and

9.1.5. Requiring the individual to sign and date a receipt that the orientation was conducted.

10. Treatment Plans

10.1. The Contractor shall ensure a licensed counselor or an unlicensed counselor, under the supervision of a licensed counselor, develops and maintains a written treatment plan for each individual receiving services in accordance with SAMHSA TAP 21: Addiction Counseling Competencies, which addresses all ASAM domains. The Contractor shall ensure the treatment plan:

10.1.1. Identifies the individual's clinical needs, treatment goals, and objectives.

10.1.2. Identifies the individual's strengths and resources for achieving goals and objectives above;

10.1.3. Defines the strategy for providing services to meet the individual's needs, goals, and objectives;

10.1.4. Identifies and documents referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;

10.1.5. Provides the criteria for terminating specific interventions;

10.1.6. Includes specification and description of the indicators to be used to assess the individual's progress;

10.1.7. Includes documentation of participation in the treatment planning process or the reason why the individual did not participate; and

10.1.8. Includes signatures of the individual and the counselor agreeing to the treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.

10.1.9. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB.

11. Group education and counseling

11.1. The Contractor shall maintain an outline of each educational and group therapy session provided.

11.2. The Contractor shall ensure all group counseling sessions are limited to 12 individuals or fewer per counselor.

12. Progress notes

12.1. The Contractor shall ensure progress notes are completed for each individual, group, or family treatment or education session.

12.2. The Contractor shall ensure progress notes include, but not limited to:

12.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;

12.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and

12.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session.

13. Discharge and Transfer

13.1. The Contractor shall discharge an individual from a program for the following reasons:

13.1.1. Program completion or transfer based on changes in the individual's functioning relative to ASAM criteria;

13.1.2. Program termination, including:

13.1.2.1. Administrative discharge;

13.1.2.2. Non-compliance with the program;

13.1.2.3. The individual left the program before completion against advice of treatment staff; and

13.1.3. The individual is inaccessible, due to reasons that may include incarceration or hospitalization.

13.2. The Contractor shall ensure that counselors complete a narrative discharge summary in all cases of individual discharge or transfer. The Contractor shall ensure the discharge summary includes, but is not limited to:

13.2.1. The dates of admission and discharge or transfer.

13.2.2. The individual's psychosocial substance misuse history and legal history.

13.2.3. A summary of the individual's progress toward treatment goals in all ASAM domains.

13.2.4. The reason for discharge or transfer.

13.2.5. The individual's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment.

13.2.6. A summary of the individual's physical and mental health condition at the time of discharge or transfer.

13.2.7. A continuing care plan, including all ASAM domains.

13.2.8. A determination as to whether the individual would be eligible for re-admission to treatment, if applicable.

13.2.9. The dated signature of the counselor completing the summary.

13.3. The Contractor shall ensure the discharge summary is completed:

13.3.1. No later than seven (7) days following an individual's discharge or transfer from the program; or

13.3.2. For withdrawal management services, by the end of the next business day following an individual's discharge or transfer from the program.

13.4. The Contractor shall ensure, when transferring an individual from one level of care to another within the same certified Contractor agency or to another treatment provider, the counselor:

13.4.1. Completes a progress note on the client's treatment and progress towards treatment goals, to be included in the individual's record; and

13.4.2. Updates the individual assessment and treatment plan.

13.5. The Contractor shall forward copies of the information to a receiving provider when transferring an individual to another treatment provider, upon receiving a signed release of confidential information from the individual. The Contractor shall ensure information includes:

13.5.1. The discharge summary;

13.5.2. Individual demographic information, including the individual's name, date of birth, address, telephone number, and the last four (4) digits of their Social Security number; and

13.5.3. A diagnostic assessment statement and other assessment information, including:

13.5.3.1. TB test results;

13.5.3.2. A record of the individual's treatment history; and

13.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.

13.6. The Contractor shall ensure the counselor meets with the individual at the time of discharge or transfer to establish a continuing care plan. The Contractor shall ensure the continuing care plan:

13.6.1. Includes recommendations for continuing care in all ASAM domains;

13.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and

13.6.3. Assists the individual in making contact with other agencies or services.

13.7. The Contractor shall ensure the counselor documents, in the individual's service record, if and why the meeting described above could not take place.

13.8. The Contractor shall ensure individuals receiving services through this Agreement are only administratively discharged for the following reasons:

13.8.1. The individual's behavior on program premises is abusive, violent, or illegal;

13.8.2. The individual is non-compliant with prescription medications;

13.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the individual's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or

13.8.4. The individual violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

14. Individual Service Record System

14.1. The Contractor shall implement a comprehensive system in paper and/or electronic format to maintain service records for each individual receiving services. The Contractor shall ensure service records are:

14.1.1. Organized into related sections with entries in chronological order;

14.1.2. Easy to read and understand;

14.1.3. Complete, containing all the parts;

14.1.4. In compliance with all applicable confidentiality laws, including 42 CFR Part 2 and Exhibit K;

14.1.5. Up-to-date, including notes of most recent contacts; and

14.1.6. Accessible to the Department upon request.

14.2. The Contractor shall ensure service records are organized as follows:

14.2.1. First section, Intake/Initial Information:

14.2.1.1. Identification data, including the individual's:

14.2.1.1.1. Name;

14.2.1.1.2. Date of birth;

14.2.1.1.3. Address;

14.2.1.1.4. Telephone number; and

14.2.1.1.5. The last four (4) digits of the individual's Social Security number;

14.2.1.2. The date of admission;

14.2.1.3. Name, address, and telephone number of the individual's:

14.2.1.3.1. Legal guardian;

14.2.1.3.2. Representative payee;

14.2.1.3.3. Emergency contact;

14.2.1.3.4. The person or entity referring the individual for services, as applicable;

14.2.1.3.5. Primary health care provider;

14.2.1.3.6. Behavioral health care provider, if applicable;

14.2.1.3.7. Public or private health insurance provider(s), or both;

14.2.1.4. The individual's religious preference, if any;

14.2.1.5. The individual's personal health history;

14.2.1.6. The individual's mental health history;

14.2.1.7. Current medications;

14.2.1.8. Records and reports prepared prior to the individual's current admission and determined by the counselor to be relevant; and

14.2.1.9. Signed receipt of notification of individual rights;

14.2.2. Second section, Screening/Assessment/Evaluation:

14.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit B.

14.2.3. Third section, Treatment Planning:

14.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Exhibit B and in this Exhibit B-1; and

14.2.3.2. Signed and dated progress notes and reports from all programs involved.

14.2.4. Fourth section, Discharge Planning:

14.2.4.1. A narrative discharge summary, as required in this Exhibit B-1.

14.2.5. Fifth section, Releases of Information/Miscellaneous:

14.2.5.1. Release of information forms compliant with 42 CFR, Part 2;

14.2.5.2. Any correspondence pertinent to the individual; and

14.2.5.3. Any other pertinent information the Contractor deemed significant.

14.3. If the Contractor utilizes a paper format record system, then the sections identified above shall be tabbed sections.

15. Medication Services

15.1. The Contractor shall ensure no administration of medications, including physician samples, occur except by a licensed medical practitioner working within their scope of practice.

15.2. The Contractor shall ensure all prescription medications brought by an individual to program are in their original containers and legibly display the following information:

15.2.1. The individual's name;

15.2.2. The medication name and strength;

15.2.3. The prescribed dose;

15.2.4. The route of administration;

15.2.5. The frequency of administration; and

15.2.6. The date ordered.

15.3. The Contractor shall ensure any change or discontinuation of prescription medications includes a written order from a licensed practitioner.

15.4. The Contractor shall ensure all prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the individual's person or stored in the individual's room, are stored as follows: DS

15.4.1. All medications are kept in a storage area that is:

15.4.1.1. Locked and accessible only to authorized personnel;

15.4.1.2. Organized to allow correct identification of each individual's medication(s);

15.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and

15.4.1.4. Equipped to maintain medication at the proper temperature;

15.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, are kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and

15.4.3. Topical liquids, ointments, patches, creams and powder forms of products are stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.

15.5. The Contractor shall ensure medication belonging to staff are only accessible to staff and are stored separately from medications belonging to individuals served.

15.6. The Contractor shall ensure over-the-counter (OTC) medications brought into the program by individuals receiving services are:

15.6.1. In original, unopened containers;

15.6.2. Are stored in accordance with this Exhibit B-1;

15.6.3. Are marked with the name of the individual using the medication; and

15.6.4. Are taken in accordance with the directions on the medication container or as ordered by a licensed practitioner.

15.7. The Contractor shall ensure all medications self-administered by an individual, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the individual without supervision, are supervised by the program staff. The Contractor shall ensure staff:

15.7.1. Remind the individual to take the correct dose of their medication at the correct time;

15.7.2. May open the medication container but do not physically handle the medication itself in any manner; and

15.7.3. Remain with the individual to observe them taking the prescribed dose and type of medication;

15.7.4. Document each medication taken in an individual's medication log, which includes:

15.7.4.1. The medication name, strength, dose, frequency and route of administration;

15.7.4.2. The date and the time the medication was taken;

15.7.4.3. The signature or identifiable initials of the staff supervising the consumption of the medication by the individual receiving services; and

15.7.4.4. The reason for any medication refused or omitted, as applicable.

15.8. The Contractor shall ensure the individual's medication log is included in the individual's record and any remaining medication is taken with the individual upon their discharge.

16. Notice of Rights for Individuals Receiving Services

16.1. The Contractor shall ensure programs inform individuals of their rights in clear, understandable language and form, both verbally and in writing. The Contractor shall ensure:

16.1.1. Applicants for services are informed of their rights to evaluations and access to treatment;

16.1.2. Individuals are advised of their rights upon entry into any program and annually thereafter; and

16.1.3. Initial and annual notifications of individual rights are documented in the individual's record.

16.2. The Contractor shall ensure every program within the service delivery system posts notice of the rights, as follows:

16.2.1. The notice is continually posted in an area accessible by all;

16.2.2. The notice is presented in clear, understandable language and form; and

16.2.3. Each program and residence has, on the premises, complete copies of rules pertaining to individual rights that are available for individual review.

17. Fundamental Rights of Individuals Receiving Services

17.1. The Contractor shall ensure no individual receiving treatment for a substance use disorder is deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.

18. Personal Rights

18.1. The Contractor shall ensure individuals who are applicants for services or receiving services are treated by program staff with dignity and respect at all times.

18.2. The Contractor shall ensure individuals are free from abuse, neglect and exploitation which may include, but is not limited to:

18.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;

18.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the individual or others; and

18.2.3. Freedom from personal or financial exploitation.

18.3. The Contractor shall ensure individuals receiving services retain the right to privacy.

19. Client Confidentiality

19.1. The Contractor shall comply with the confidentiality requirements in 42 CFR part 2.

19.2. The Contractor shall ensure copies of individual service records for the individual, attorney or other authorized person are available at no charge for the first 25 pages and not more than $0.25 per page thereafter, after review of the record.

19.3. The Contractor shall ensure, if a minor age 12 or older is treated for substance use disorders without parental consent as authorized by RSA 318:B12-a:

19.3.1. The minor's signature alone authorizes a disclosure; and

19.3.2. Any disclosure to the minor's parents or guardians requires a signed authorization to release.

20. Grievances of Individuals Receiving Services

20.1. The Contractor shall ensure individuals receiving services have the right to complain about any matter, including any alleged violation of a right afforded by this Exhibit B-1 or by any state or federal law or rule.

20.2. The Contractor shall ensure any person has the right to complain or bring a grievance on behalf of an individual or a group of individuals.

21. Treatment Rights

21.1. The Contractor shall ensure individuals receiving services have the right to adequate and humane treatment, including:

21.1.1. The right of access to treatment including:

21.1.1.1. The right to evaluation to determine an individual's need for services and to determine which programs are most suited to provide the services needed; and

21.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and

21.1.2. The right to quality treatment including:

21.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the individuals and

programs providing the treatment and to the conditions for which the individual is being treated;

21.1.3. The right to receive services in such a manner as to promote the individual's full participation in the community;

21.1.4. The right to receive all services or treatment to which an individual is entitled in accordance with the time frame set forth in the individual's treatment plan;

21.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with this Exhibit B-1 which addresses the individual's own goals;

21.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the individual to participate in meaningful activities in the communities in which the individual lives and works;

21.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:

21.1.7.1. Freedom of movement; and

21.1.7.2. Participation in the community, while providing the level of support needed by the individual;

21.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:

21.1.8.1. Whenever possible, the consent shall be given in writing; and

21.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;

21.1.9. The right to refuse to participate in any form of experimental treatment or research;

21.1.10. The right to be fully informed of one's own diagnosis and prognosis;

21.1.11. The right to voluntary placement including the right to:

21.1.11.1. Seek changes in placement, services or treatment at any time; and

21.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;

21.1.12. The right to services which promote independence including services directed toward:

21.1.12.1. Eliminating, or reducing as much as possible, the individual's needs for continued services and treatment; and

21.1.12.2. Promoting the ability of the individuals to function at their highest capacity and as independently as possible;

21.1.13. The right to refuse medication and treatment;

21.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;

21.1.15. The right to consultation and second opinion including:

21.1.15.1. At the individual's own expense, the consultative services of:

21.1.15.1.1. Private physicians;

21.1.15.1.2. Psychologists;

21.1.15.1.3. Licensed drug and alcohol counselors; and

21.1.15.1.4. Other health practitioners; and

21.1.15.2. Granting to such health practitioners reasonable access to the individual, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;

21.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring an individual's participation and informed decision-making:

21.1.16.1. Guardian;

21.1.16.2. Representative;

21.1.16.3. Attorney;

21.1.16.4. Family member;

21.1.16.5. Advocate; or

21.1.16.6. Consultant; and

21.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical, or pharmacological restraint, unless the individual is at risk of self-harm or harm to others.

21.2. The Contractor shall ensure no treatment professional is required to administer treatment contrary to such professional's clinical judgment.

21.3. The Contractor shall ensure programs maximize the decision-making authority of the individual.

21.4. The Contractor shall ensure the following provisions apply to individuals for whom a guardian has been appointed by a court:

21.4.1. The guardian and all individuals involved in the provision of services are made aware of the individual's views, preferences and aspirations;

21.4.2. A guardian only makes decisions that are within the scope of the powers set forth in the guardianship order issued by the court;

21.4.3. The program requests a copy of the guardianship order from the guardian;

21.4.4. The order is kept in the individual's record at the program;

21.4.5. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the individual's choice and preference relative to those issues prevail unless the guardian's authority is expanded by the court to include those issues;

21.4.6. A program takes steps that are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:

21.4.6.1. Reviewing with the guardian the limits on their decision-making authority; and

21.4.6.2. Bringing the matter to the attention of the court that appointed the guardian, if necessary;

21.4.7. The guardian acts in a manner that furthers the best interests of the individual;

21.4.8. In acting in the best interests of the individual, the guardian takes the views, preferences, and aspirations of the individual into consideration;

21.4.9. The program takes steps that are necessary to prevent a guardian from acting in a manner that does not further the best interests of the individual and, if necessary, brings the matter to the attention of the court that appointed the guardian; and

21.4.10. In the event that there is a dispute between the program and the guardian, the program informs the guardian of their right to bring the dispute to the attention of the court that appointed the guardian.

22. Termination of Services

22.1. The Contractor shall terminate an individual from services if the individual:

22.1.1. Endangers or threatens to endanger other individuals or staff, or engages in illegal activity on the property of the program;

22.1.2. Is no longer benefiting from the service(s) provided;

22.1.3. Cannot agree with the Contractor on a mutually acceptable course of treatment;

22.1.4. Refuses to pay for the services received despite having the financial resources to do so; or

22.1.5. Refuses to apply for benefits that could cover the cost of the services received despite the fact that the individual is or may be eligible for benefits.

22.2. The Contractor shall ensure termination does not occur unless the program has given both written and verbal notice to the individual and individual's guardian, if any, that:

22.2.1. Identifies the effective date of termination;

22.2.2. Lists the clinical or management reasons for termination; and

22.2.3. Explains the rights to appeal and the appeal process.

22.3. The Contractor shall document in the service record of an individual who has been terminated that:

22.3.1. The individual has been notified of the termination; and

22.3.2. The termination has been approved by the program administrator.

23. Rights for Individuals Receiving Residential Programs

23.1. The Contractor shall ensure individuals of residential programs retain the following rights:

23.1.1. The right to a safe, sanitary, and humane living environment;

23.1.2. The right to privately communicate with others, including:

23.1.2.1. The right to send and receive unopened and uncensored correspondence;

23.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive a reasonable number of telephone calls, except that residential programs may require an individual to reimburse them for the cost of any calls made by the individual; and

23.1.2.3. The right to receive and to refuse to receive visitors, except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services;

23.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for individuals to engage in such activities;

23.1.4. The right to privacy, including the following:

23.1.4.1. The right to courtesies that include, but are not limited to, knocking on closed doors before entering and ensuring privacy for telephone calls and visits;

23.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and

23.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;

23.1.5. The right to individual choice, including the following:

23.1.5.1. The right to keep and wear their own clothes;

23.1.5.2. The right to space for personal possessions;

23.1.5.3. The right to keep and to read materials of their own choosing;

23.1.5.4. The right to keep and spend their own money; and

23.1.5.5. The right not to perform work for the Contractor and to be compensated for any work performed, except that:

23.1.5.5.1. Individuals may be required to perform personal housekeeping tasks within the individual's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and

23.1.5.5.2. Individuals may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the individual is compensated for work performed; and

23.1.5.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.

23.2. The Contractor shall ensure policies governing individual behavior within a residence are developed, implemented, and available to the Department as requested. The Contractor shall ensure:

23.2.1. Individuals are informed of any house policies upon admission to the residence.

23.2.2. House policies are posted and such policies shall conform with this section.

23.2.3. House policies are periodically reviewed for compliance with this section in connection with quality assurance site visits.

23.2.4. Notwithstanding Section 23.1.4.3 above, development of policies and procedures allowing searches for alcohol and illicit drugs to be conducted:

23.2.4.1. Upon the individual's admission to the program; and

23.2.4.2. If probable cause exists, including such proof as:

23.2.4.2.1. A positive test showing presence of alcohol or illegal drugs; or

23.2.4.2.2. Showing physical signs of intoxication or withdrawal.

24. State and Federal Requirements

24.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall take precedence. The requirements specified below are provided herein to increase the Contractor's compliance.

24.2. The Contractor agrees to the following state and/or federal requirements for specialty treatment for pregnant and parenting women:

24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.2. The program provides or arranges for primary medical care for women who are receiving substance use disorder services, including prenatal care.

24.2.3. The program provides or arranges for childcare with the women are receiving services.

24.2.4. The program provides or arranges for primary pediatric care for the women's children, including immunizations.

24.2.5. The program provides or arranges for gender-specific substance use disorder treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, neglect, and parenting.

24.2.6. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.

24.2.7. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.

24.3. The Contractor shall assist the individual in finding and engaging in a service, which may include, but is not limited to, helping the individual locate an

appropriate provider, referring individuals to the needed service provider, setting up appointments for individuals with those providers, and assisting the individual with attending appointments with the service provider(s).

24.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:

24.4.1. Within seven (7) days of reaching 90% of capacity, the program notifies the Department that 90% capacity has been reached.

24.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug use not later than:

24.4.2.1. 14 days after making the request; or

24.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance use disorder treatment program.

24.4.3. The program has established a waitlist that includes a unique patient identifier for each injecting drug user seeking treatment, including individuals receiving interim services while awaiting admission.

24.4.4. The program has a mechanism that enables it to:

24.4.4.1. Maintain contact with individuals awaiting admission;

24.4.4.2. Admit or transfer waiting list individuals at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the individual; and

24.4.4.3. The program takes individuals awaiting treatment off the waiting list only when one of the following conditions exist:

24.4.4.3.1. Individuals cannot be located for admission into treatment or

24.4.4.3.2. Individuals refuse treatment

24.4.5. The program includes activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.

24.4.6. The program has procedures for:

24.4.6.1. Selecting, training, and supervising outreach workers.

24.4.6.2. Contacting, communicating, and following up with individuals at high-risk of substance misuse, their associates, and

neighborhood residents within the constraints of Federal and State confidentiality requirements.

24.4.6.3. Promoting awareness among people who inject drugs about the relationship between injection drug use and communicable diseases.

24.4.6.4. Recommending steps that can be taken to ensure communicable diseases do not occur.

24.4.7. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance use disorder services, except in cases when each of the following conditions is met:

24.4.7.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.

24.4.7.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.

24.4.7.3. A physician makes a determination that the following conditions have been met:

24.4.7.3.1. The primary diagnosis of the individual is substance use disorder and the physician certifies that fact.

24.4.7.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.

24.4.7.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.

24.4.7.3.4. The hospital-based substance use disorder program follows national standards of substance use disorder professional practice.

24.4.7.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)

24.4.8. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.

24.4.9. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.

24.4.10. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.

24.4.11. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.

24.4.12. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.

24.4.13. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.

24.4.14. The program uses the SAPT Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:

24.4.14.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program; and

24.4.14.2. Secure payments from individuals for services in accordance with their ability to pay.

24.4.15. The Contractor shall comply with all relevant state and federal laws such as but not limited to:

24.4.15.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale in Exhibit C shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.

24.4.15.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 25.00%, federal funds from the Substance Abuse Prevention and Treatment Block Grant, as awarded October 1, 2020 and October 1, 2022, by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, CFDA 93.959 FAIN TI083464.
   1.2. 44.26%, federal funds from the State Opioid Response Grant, as awarded September 30, 2021, by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, CFDA # 93.788, FAIN TI083326, which are only ***effective from the contract effective date through September 29, 2022***.
   1.3. 12.88% General funds.
   1.4. 17.87% Other funds (Governors Commission).
2. For the purposes of this Agreement:
   2.1. The Department has identified the Contractor as a SUBRECIPIENT, in accordance with 2 CFR 200.331.
   2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
   2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
3. 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 item, as specified in Exhibits C-1, Women's SUD Treatment Services Budget through Exhibit C-6, Tranistional Living Program Budget.
   3.1. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
   3.2. Ensure approval for Exhibits C-1, Women's SUD Treatment Services Budget through Exhibit C-6, Tranistional Living Program Budget is received from the Department prior to submitting invoices for payment.
   3.3. Request payment for actual expenditures incurred in the fulfillment of this Agreement, and in accordance with the Department-approved budgets.

4. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 days from the contract Effective Date, which shall be retained by the Department. The Contractor shall submit budgets as follows:
    4.1. One (1) budget for each tiered service that specifies expenses for the period from October 1, 2021 through June 30, 2022, as follows:
        4.1.1. Exhibit C-1, Women's SUD Treatment Services Budget
        4.1.2. Exhibit C-2, Tranistional Living Program Budget
5. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2022, which shall be retained by the Department. The Contractor shall submit budgets as follows:
    5.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2022 through June 30 2023, as follows:
        5.1.1. Exhibit C-3, Women's SUD Treatment Services Budget
        5.1.2. Exhibit C-4, Tranistional Living Program Budget
6. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2023, which shall be retained by the Department. The Contractor shall submit budgets as follows:
    6.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2023 through September 29, 2023, as follows:
        6.1.1. Exhibit C-5, Women's SUD Treatment Services Budget
        6.1.2. Exhibit C-6, Tranistional Living Program Budget
7. The Contractor shall bill and seek reimbursement for services provided to individuals as follows:
    7.1. 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.
    7.2. 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.

For individuals whose private insurer will not remit payment for the full amount, the Contractor shall bill the individual based on the sliding fee scale below.

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT C

Percentage of Individual's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit C-1, to Charge the Individual
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

7.3. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in approved budgets for which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor shall directly bill the Department to access funds in this Agreement.

7.4. Invoices for individuals without health insurance or other coverage for the services they receive, and for operational costs must include general ledger detail indicating the invoice is only for net expenses and must reflect only amounts up to the current Medicaid rate for the services provided.

7.5. Services provided to incarcerated individuals will be reimbursable only with General Funds and Governor Commission Funds for actual costs incurred, and payable upon Department approval.

8. Additional Billing Information for Room & Board for individuals receiving Medicaid who are in resdential or transitional living level of care and who have Opioid Use Disorder (OUD) or Stimulant Use Disorder, as defined in the SOR grant of which funding is only available ***from the contract effective date through September 29, 2022***.

8.1. The Contractor shall invoice the Department for Room and Board payments up to ***$100*** per day for individuals receiving Medicaid who also have OUD or Stimulant Use Disorders in residential level of care.

8.2. The Contractor shall invoice the Department for Room and Board payments up to ***$75*** per day for individuals receiving Medicaid who also have OUD or Stimulant Use Disorders in transition living level of care.

8.3. With the exception of room and board payments for transitional living, the Contractor shall not bill the Department for Room and Board payments In excess of ***$277,200***.

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8.4. The Contractor shall maintain documentation that includes, but is not limited to:

8.4.1. Medicaid ID of the individual receiving services.

8.4.2. WITS ID of the individual receiving services, if applicable.

8.4.3. Period for which room and board payments apply.

8.4.4. Level of Care for which the individual received services for the date range identified in 8.4.3.

8.4.5. Amount being billed to the Department for the service.

8.5. The Contractor shall ensure individuals receiving services rendered from SOR funds have a documented history or current diagnoses of Opioid Use Disorder (OUD) or Stimulant Use Disorders.

8.6. The Contractor shall coordinate ongoing client care for all individuals with documented history or current diagnoses of OUD or Stimulant Use Disorder, receiving services rendered from SOR funds, with Doorways in accordance with 42 CFR Part 2.

8.7. The Contractor shall only bill room and board for individuals with OUD and/or Stimulant Use Disorders that are Medicaid coded for either residential and/or transitional living services.

9. Non-Reimbursement for Services

9.1. The Department shall not reimburse the Contractor for services provided through this contract when a individual has or may have an alternative payer for services described in the Exhibit B, Scope of Work, including, but not limited to:

9.1.1. Services covered by any New Hampshire Medicaid programs for individuals who are eligible for New Hampshire Medicaid.

9.1.2. Services covered by Medicare for individuals who are eligible for Medicare.

9.2. Notwithstanding Section 9.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a individual needs a service that is not covered by the payers listed in Section 9.1.

9.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.

9.4. Notwithstanding Section 9.1 above, when payment of the deductible or copay would constitute a financial hardship for the individual, the Contractor shall seek reimbursement from the State for the deductible based on the sliding fee scale, not to exceed $4,000 per individual per treatment episode.

9.5. For the purposes of this section, financial hardship is defined as the individual's monthly household income being less than the deductible plus the federally-defined monthly cost of living (COL), and

9.5.1. If the individual owns a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	$3,119.90	$3,964.90	$4,252.10	$4,798.80	$4,643.90

9.5.2. If the individual does not own a vehicle:

	Family Size				
Monthly COL	1	2	3	4	5+
	$2,570.90	$3,415.90	$3,703.10	$4,249.80	$4,643.90

10. The Contractor shall submit an invoice and supporting backup documentation to the Department no later than the 15th working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall:

10.1. Ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

10.2. Ensure invoices are net any other revenue received towards the services billed in fulfillment of this Agreement.

10.3. Ensure backup documentation includes, but is not limited to:

10.3.1. General Ledger showing revenue and expenses for the contract.

10.3.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.

10.3.2.1. Per 45 CFR Part 75.430(i)(1), charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.

10.3.2.2. Attestation and time tracking templates, which are available to the Department upon request.

10.3.3. Receipts for expenses within the applicable state fiscal year.

10.3.4. Cost center reports.

10.3.5. Profit and loss repors.

10.3.6. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.

10.3.7. Information requested by the Department verifying allocation or offset based on third party revenue received.

10.3.8. Summaries of patient services revenue and operating revenue and other financial infofrmation as requested by the Department.

11. The Contractor shall review and comply with further restrictions included in the Funding Opportunity Announcement (FOA).

12. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.invoicesforcontracts@dhhs.nh.gov, or invoices may be mailed to:

    Program Manager
    Department of Health and Human Services
    Bureau of Drug & Alcohol Services
    105 Pleasant Street
    Concord, NH 03301

13. The Contractor agrees that billing submitted for review 60 days after the last day of the billing month may be subject to non-payment.

14. The Department shall make payment to the Contractor within 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.

15. The final invoice shall be due to the Department no later than 40 days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

16. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.

17. 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.

18. 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.

19. 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.

20. Audits

    20.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if **any** of the following conditions exist:

        20.1.1. 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.

        20.1.2. 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.

        20.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

    20.2. 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.

    20.3. 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.

    20.4. 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.

    20.5. 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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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:
Cheryll Andrews
B40FD1C4D527454...

9/13/2021
Date

Name: Cheryll Andrews
Title: Executive Director

DS
Vendor Initials CA
Date 9/13/2021

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:

9/13/2021
Date

DocuSigned by:
Cheryll Andrews
Name: Cheryll Andrews
Title: Executive Director

DS
CA
Vendor Initials

9/13/2021
Date

New Hampshire Department of Health and Human Services
Exhibit F

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 CU

Date 9/13/2021

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:

9/13/2021
Date

DocuSigned by:
Cheryll Andrews
Name: Cheryll Andrews
Title: Executive Director

DS
CA
Contractor Initials

9/13/2021
Date

DocuSign Envelope ID: 523BCEC5-5C48-4630-A554-9773600A6A0F

DocuSign Envelope ID: C248B976-E8CC-4C68-8D33-45F9210BEBC7

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

Exhibit G

Contractor Initials _____

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 9/13/2021

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:
Cheryll Andrews
B45FD1C4B327453...

9/13/2021
Date

Name: Cheryll Andrews
Title: Executive Director

DocuSign Envelope ID: 523BCEC5-5C48-4630-A554-9773600A6A0F

DocuSign Envelope ID: C248B976-E8CC-4C68-8D33-45F9210BEBC7

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:
Cheryll Andrews
Name: Cheryll Andrews
Title: Executive Director

9/13/2021
Date

DocuSign Envelope ID: 523BCEC5-5C48-4630-A554-9773600A6A0F

DocuSign Envelope ID: C248B976-E8CC-4C68-8D33-45F9210BEBC7

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions**.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

Contractor Initials CA

Date 9/13/2021

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Dismas Home NH, Inc.
The State	Name of the Contractor
Katja Fox	Cheryll Andrews
Signature of Authorized Representative	Signature of Authorized Representative
Katja Fox	Cheryll Andrews
Name of Authorized Representative	Name of Authorized Representative
Director	Executive Director
Title of Authorized Representative	Title of Authorized Representative
9/13/2021	9/13/2021
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:
Cheryll Andrews

9/13/2021
Date

Name: Cheryll Andrews
Title: Executive Director

New Hampshire Department of Health and Human Services
Exhibit J

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: 098110045

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: _____

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DocuSign Envelope ID: C248B976-E8CC-4C68-8D33-45F9210BEBC7

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.).

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Contractor Initials CA

9/13/2021

Date

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 Health and Human Services
Amendment #1

This Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and FIT/NHNH, Inc., ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 13, 2021, (Item #30), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation and modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $2,591,432

2. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.1. Clinical Services, Paragraph 3.1.3., by adding Sub-paragraph 3.1.3.5. as follows:

   3.1.3.5. The Contractor shall ensure a minimum total of **39 beds** are available for Transitional Living Services provided through this agreement.

3. Modify Exhibit B, Section 3. Scope of Services, Subsection 3.8., Assistance Enrolling in Insurance Programs, Paragraph 3.8.1. by adding Subparagraph 3.8.1.4 as follows:

   3.8.1.4. New Hampshire Medicare programs.

4. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.11. Coordination of Care, by adding Paragraph 3.11.13. to read:

   3.11.13. The Contractor shall use a referral system, which has been approved by the Department, to connect individuals to health and social service providers, as needed.

5. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.17. State Opioid Response (SOR) Grant Standards Paragraph 3.17.6. to read:

   3.17.6. If the Contractor is providing Medication Assisted Treatment (MAT), the Contractor

shall do so only with FDA-approved MAT, which includes:

3.17.6.1. Methadone; and

3.17.6.2. Buprenorphine products including:

3.17.6.2.1. Single-entity buprenorphine products;

3.17.6.2.2. Buprenorphine/naloxone tablets;

3.17.6.2.3. Buprenorphine/naloxone films; and

3.17.6.2.4. Buprenorphine/naloxone buccal preparations.

6. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.17. State Opioid Response (SOR) Grant Standards Paragraph 3.17.7. to read:

3.17.7. If the contractor is providing medical withdrawal management services that are supported by SOR funds, the Contractor shall do so only when the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

7. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.17. State Opioid Response (SOR) Grant Standards Paragraph 3.17.8. to read:

3.17.8. If the Contractor wishes to distribute Fentanyl test strips, the Contractor shall provide a Fentanyl test strip utilization plan to the Department for approval prior to implementation. The Contractor shall ensure the utilization plan includes, but is not limited to:

3.17.8.1. Internal policies for the distribution of Fentanyl strips;

3.17.8.2. Distribution methods and frequency; and

3.17.8.3. Other key data as requested by the Department.

8. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.17. State Opioid Response (SOR) Grant Standards Paragraph 3.17.9. to read:

3.17.9. If the Contractor provides recovery housing, or refers individuals to recovery housing, the Contractor shall ensure any individuals receiving financial aid for the recovery housing, utilizing SOR funds, are in a facility that:

3.17.9.1. Aligns with the National Alliance for Recovery Residences Standards; and

3.17.9.2. Is registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with the New Hampshire Administrative Rules, He-A 305, Voluntary Registry for Recovery Houses.

9. Modify Exhibit B, Section 6, Staffing, Subsection 6.1., Paragraph 6.1.1. to read:

6.1.1. A minimum of one (1) New Hampshire Licensed Supervisor.

10. Modify Exhibit B, Section 6, Staffing, Subsection 6.11. to read:

6.11. The Contractor shall ensure no Licensed Supervisor shall supervise more than 12 staff unless the Department has approved an alternative supervision plan.

11. Modify Exhibit B, Section 11, Additional Terms, Subsection 11.3, Credits and Copyright Ownership, Paragraph 11.3.1. to read:

11.3.1. If the Contractor publicly references or markets their use of American Society of

Addiction Medicine (ASAM) criteria, or utilizes language related to ASAM levels of care in promotion or marketing of their services, the Contractor shall:

11.3.1.1. Sign and have in effect, Exhibit L, Amendment #1, Sample End User License Agreement with the Department, prior to such referencing or marketing.

11.3.1.2. Comply with the executed End User Agreement, or shall otherwise not be permitted to publicly reference or market the use of anything related to ASAM.

12. Modify Exhibit B, by adding Section 12, Maintenance of Fiscal Integrity, as follows:

12. Maintenance of Fiscal Integrity

12.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement (total organization and program-level), and Cash Flow Statement for the Contractor. Program-level Profit and Loss Statement shall include all revenue sources and all related expenditures for that program. The program-level Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Outside of the program-level Profit and Loss Statement and budget to actual analysis, all other statements shall be reflective of the entire FIT/NHNH organization and shall be submitted on the same day the reports are submitted to the Board, but no later than the fourth (4th) Wednesday of the month. Additionally, the Contractor will provide interim profit and loss statements for every program area, reported as of the 20th of the month, by the last day of every month. The Contractor will be evaluated on the following:

12.1.1. Days of Cash on Hand:

12.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

12.1.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock. Any amount of cash from a line of credit should be broken out separately.

12.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of 30 calendar days with no variance allowed.

12.1.2. Current Ratio:

12.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

12.1.2.2. Formula: Total current assets divided by total current liabilities.

12.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

12.1.3. Debt Service Coverage Ratio:

12.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

12.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

12.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next 12 months.

12.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

12.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

12.1.4. Net Assets to Total Assets:

12.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

12.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

12.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

12.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.

12.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

12.1.5. Total Lines of Credit:

12.1.5.1. The Contractor will provide a listing of every line of credit and amount outstanding for each line.

12.1.5.2. The Contractor will report on any new borrowing activities.

12.1.5.3. The Contractor will report on any instances of non-compliance with any loan covenant or agreement.

12.2. In the event that the Contractor does not meet either:

12.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

12.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months; or

12.2.3. Does not meet the reporting timeframe; then

12.3. The Department may exercise any of the following:

12.3.1. Require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards;

12.3.2. Notwithstanding paragraph 8 of the General Provisions, Form P-37 of this Agreement, require the Contractor to submit a comprehensive corrective action plan within 30 calendar days of notification that 12.2.1. and/or 12.2.2. have not been met;

12.3.2.1. If a corrective action plan is required, the Contractor shall update the corrective action plan at least every 30 calendar days until compliance is achieved.

12.3.2.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

12.3.3. Terminate the contract pursuant to the General Provisions, Form P-37 of this Agreement.

13. Modify Exhibit B-1, Operational Requirements, by replacing it in its entirety with Exhibit B-1, Amendment #1, Operational Requirements, which is attached hereto and incorporated by reference herein.

14. Modify Exhibit C, Payment Terms, by replacing it in its entirety with Exhibit C, Amendment #1, Payment Terms, which is attached hereto and incorporated by reference herein.

15. Modify Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, by replacing it in its entirety with Exhibit I – Amendment #1, Health Insurance Portability and Accountability Act Business Associate Agreement, which is attached hereto and incorporated herein.

16. Add Exhibit L, Amendment #1, Sample, ASAM End User License Agreement, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

2/17/2022
Date

DocuSigned by:
Katja S. Fox
ED9D05B04C63442...
Name: Katja S. Fox
Title: Director

FIT/NHNH, Inc.

2/16/2022
Date

DocuSigned by:
Maria Devlin
A533172B74E140C...
Name: Maria Devlin
Title: President & CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

2/17/2022
Date

DocuSigned by:
Robyn Guarino
74873484494146O
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Operational Requirements

1. **Requirements for Organizational or Program Changes.**

   1.1. The Contractor shall provide written notification to the Department no later than 30 days prior to changes in:

      1.1.1. Ownership;

      1.1.2. Physical location; or

      1.1.3. Name.

   1.2. The Contractor shall submit a copy of the certificate of amendment from the New Hampshire Secretary of State with the effective date of the change to the Department, when there is a change of the ownership, physical location, or name of the organization.

2. **Inspections and Enforcement Remedies**

   2.1. The Contractor shall allow any Department representative at any time to be admitted on the premises to inspect:

      2.1.1. The facility;

      2.1.2. All programs and services provided through this Agreement; and

      2.1.3. Any records required by the Agreement.

   2.2. The Contractor shall be issued a notice of deficiencies when the Department determines that the Contractor is not in compliance with contract requirements. The Contractor shall receive written notice from the Department, as applicable which:

      2.2.1. Identifies each deficiency;

      2.2.2. Identifies the specific proposed remedy(ies).

   2.3. The Contractor shall receive notice from the Department for violations of contract requirements, that may include, but is not limited to:

      2.3.1. The requirement to submit a Plan of Correction (POC).

      2.3.2. The imposition of a directed POC from the Department.

      2.3.3. Termination of the Agreement in accordance with the General Provisions, Form P-37.

3. **Plans of Corrective Action**

   3.1. Notwithstanding paragraph 8, Event of Default, and paragraph 9, Termination of the General Provisions, Form P-37, the Contractor shall submit a written Plan of Correction (POC) to the Department within 21 days of receiving a notice of deficiencies, for review and acceptance. The Contractor shall ensure the POC includes, but is not limited to:

3.1.1. Steps to be taken to correct each deficiency.

3.1.2. Measures that will be put in place.

3.1.3. System changes to be made to ensure that the deficiency does not recur.

3.1.4. The date by which each deficiency will be corrected, ensuring the correction occurs no later than 90 days from the date the POC is submitted to the Department.

3.2. The Contractor shall ensure each POC:

3.2.1. Achieves compliance with contract requirements;

3.2.2. Addresses all deficiencies and deficient practices as cited in the notice of deficiencies; and

3.2.3. Mitigates the likelihood of a new violation of contract requirements as a result of implementation of the POC.

3.3. The Department shall notify the Contractor of the reasons for rejection of the POC, if the POC is not accepted. The Contractor shall:

3.3.1. Develop and submit a revised POC within 21 days of the date of the written notification of POC rejections.

3.3.2. Ensure the revised POC complies with POC standards identified above.

3.4. The Contractor shall be subject to a directed POC from the Department that specifies the corrective actions to be taken when:

3.4.1. Deficiencies were identified during an inspection that require immediate corrective action to protect the health and safety of the individuals receiving services or staff providing services.

3.4.2. The original POC is not submitted within 21 days of the date of the written notification of deficiencies;

3.4.3. The revised POC is rejected by the Department; or

3.4.4. The POC is not implemented by the completion date identified in the Department-accepted POC.

3.5. The Contractor shall admit and allow the Department access to the premises and records related to the Department-accepted POC, after the completion date identified in the POC, in order to verify the implementation of the POC, which may include, but is not limited to:

3.5.1. Review of materials submitted by the Contractor;

3.5.2. Follow-up inspection; or

3.5.3. Review of compliance during the next scheduled inspection.

4. **Duties and Responsibilities**

4.1. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to individuals on an ongoing basis.

4.2. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.

4.3. The Contractor shall employ an administrator responsible for the day-to-day operations of services provided in this Agreement. The Contractor shall:

4.3.1. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and

4.3.2. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor, the staff position(s) to be delegated, and the authority and responsibility to act in the administrator's behalf when the administrator is absent.

4.4. The Contractor shall ensure the following documents are posted in a public area:

4.4.1. A copy of the Contractor's policies and procedures relative to the implementation of rights and responsibilities for individuals receiving services, including confidentiality per 42 CFR Part 2; and

4.4.2. The Contractor's plan for fire safety, evacuation, and emergencies, identifying the location of, and access to all fire exits.

4.5. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the Department.

4.6. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the Department, and all court orders.

4.7. The Contractor shall follow the required procedures for the care of the individuals, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007 for residential programs, if the Contractor accepts an individual who is known to have a disease reportable under NH Administrative Rule He-P 301, or an infectious disease.

4.8. The Contractor shall comply with state and federal regulations on confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12.

4.9. The Contractor shall develop policies and procedures regarding the release of information contained in individual service records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.

4.10. The Contractor shall ensure all records relating to services provided through this Agreement are legible, current, accurate, and available to the Department during an inspection or investigation.

4.11. The Contractor shall ensure service site(s) are accessible to individuals with a disability, using Americans with Disabilities Act (ADA) accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq. The Contractor shall ensure service sites include:

4.11.1. A reception area separate from living and treatment areas;

4.11.2. A private space for personal consultation, charting, treatment and social activities, as applicable;

4.11.3. Secure storage of active and closed confidential individual records; and

4.11.4. Separate and secure storage of toxic substances.

4.12. The Contractor shall establish a code of ethics for staff that includes a mechanism for reporting unethical conduct.

4.13. The Contractor shall develop, implement, and maintain specific policies, including:

4.13.1. Rights, grievance, and appeals policies and procedures for individuals receiving services;

4.13.2. Progressive discipline, leading to administrative discharge;

4.13.3. Reporting and appealing staff grievances;

4.13.4. Alcohol and other drug use while in treatment;

4.13.5. Individual and employee smoking that are in compliance with Exhibit B, Section 3.16;

4.13.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;

4.13.7. Holding an individual's possessions;

4.13.8. Secure storage of staff medications;

4.13.9. Medication belonging to individuals receiving services;

4.13.10. Urine specimen collection, as applicable, that:

4.13.10.1. Ensures collection is conducted in a manner that preserves individual privacy as much as possible; and

4.13.10.2. Minimizes falsification;

4.13.11. Safety and emergency procedures on:

4.13.11.1. Medical emergencies;

4.13.11.2. Infection control and universal precautions, including the use of protective clothing and devices;

4.13.11.3. Reporting injuries;

4.13.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures; and

4.13.11.5. Emergency closings.

4.13.12. The Contractor shall develop, implement and maintain procedures for:

4.13.12.1. Protection of individual records that govern use of records, storage, removal, conditions for release of information, and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and

4.13.12.2. Quality assurance and improvement.

5. Collection of Fees.

5.1. The Contractor shall maintain procedures regarding collections from individual fees, co-insurance payments, cost-shares, private or public insurance, and other payers responsible for the individual's finances; and

5.2. The Contractor shall provide the individual, and the individual's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge at the time of screening and admission,

6. Screening and Denial of Services

6.1. The Contractor shall maintain a record of all individual screenings, including:

6.1.1. The individual's name and/or unique identifier;

6.1.2. The individual's referral source;

6.1.3. The date of initial contact from the individual or referring agency;

6.1.4. The date of screening; and

6.1.5. The result of the screening, including the reason for denial of services if applicable;

6.2. The Contractor shall record all referrals to and coordination with the Doorway and interim services or the reason that the referral was not made; for any individual who is placed on a waitlist. The Contractor shall:

6.2.1. Record all contact with the individual between screening and removal from the waitlist; and

6.2.2. Record the date the individual was removed from the waitlist and the reason for removal.

6.3. In the instance an individual requesting services is denied service(s), the Contractor shall:

6.3.1. Inform the individual of the reason for denial of service(s); and

6.3.2. Assist the individual in identifying and accessing appropriate available treatment.

6.4. The Contractor shall not deny services to an individual solely because the individual:

6.4.1. Previously left treatment against the advice of staff;

6.4.2. Relapsed from an earlier treatment;

6.4.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or

6.4.4. Has been diagnosed with a mental health disorder.

6.5. The Contractor shall report on denial of services to individuals at the request of the Department.

7. **Staffing Requirements**

7.1. The Contractor shall develop current job descriptions for all staff, including contracted staff, volunteers, and student interns, which includes:

7.1.1. Job title;

7.1.2. Physical requirements of the position;

7.1.3. Education and experience requirements of the position;

7.1.4. Duties of the position;

7.1.5. Positions supervised; and

7.1.6. Title of immediate supervisor.

7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which includes, but is not limited to:

7.2.1. Requiring a prospective employees to sign a releases to allow the Contractor to conduct a criminal record check;

7.2.2. Requiring the administrator or designee to obtain and review criminal record checks from the New Hampshire Department of Safety for each prospective employee;

7.2.3. Ensuring criminal record check standards are reviewed to ensure the health, safety, or well-being of individuals, beyond which shall be reason for non-selection for employment, including the following:

7.2.3.1. Felony convictions in this or any other state;

7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and

7.2.3.3. Findings by the Department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and

7.2.4. Waiver of 7.2.3 above for good cause shown.

7.3. The Contractor shall ensure all staff, which includes contracted staff, meet the educational, experiential, and physical qualifications of the position as listed in their job description. The Contractor shall ensure staff:

7.3.1. Do not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;

7.3.2. Are licensed, registered or certified as required by state statute and as applicable;

7.3.3. Receive an orientation within the first three (3) days of work or prior to direct contact with individuals, which includes:

7.3.3.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;

7.3.3.2. The Contractor's policies on the rights, responsibilities, and complaint procedures for individuals receiving services;

7.3.3.3. Federal and state confidentiality requirements;

7.3.3.4. Grievance procedures;

7.3.3.5. Job duties, responsibilities, policies, procedures, and guidelines;

7.3.3.6. Topics covered by both the administrative and personnel manuals;

7.3.3.7. The Contractor's infection prevention program;

7.3.3.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of staff in an emergency; and

7.3.3.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and

7.3.4. Sign and date documentation that they have taken part in an orientation as described above;

7.3.5. Complete a mandatory annual in-service education, which includes a review of all elements described above.

7.4. The Contractor shall ensure, prior to having contact with individuals receiving services, that employees and contracted employees:

7.4.1. Submit proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:

7.4.1.1. The name of the examinee;

7.4.1.2. The date of the examination;

7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;

7.4.1.4. Results of a 2-step TB test, Mantoux method or other method approved by the Centers for Disease Control; and

7.4.1.5. The dated signature of the licensed health practitioner.

7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and

7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium TB through shared air space with persons with infectious TB.

7.5. The Contractor shall ensure employees, contracted employees, volunteers and independent Contractors who have direct contact with individuals who have a history of TB or a positive skin test have a symptomatology screen of a TB test.

7.6. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student intern, volunteer, and contracted staff, which includes, but is not limited to:

7.6.1. A completed application for employment or a resume.

7.6.2. Identification data.

7.6.3. The education and work experience of the employee.

7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:

7.6.4.1. Position title;

7.6.4.2. Qualifications and experience; and

7.6.4.3. Duties required by the position.

7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable.

7.6.6. A signed and dated record of orientation as required above.

7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable.

7.6.8. Records of screening for communicable diseases results required above.

7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary.

7.6.10. Documentation of annual in-service education as required above that includes date of completion and signature of staff.

7.6.11. Information as to the general content and length of all continuing education or educational programs attended;

7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the individual's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy;

7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that the individual:

7.6.13.1. Does not have a felony conviction in this or any other state;

7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect, or exploitation or pose a threat to the health, safety or well-being of an individual; and

7.6.13.3. Has not had a finding by the Department or any administrative agency in NH or any other state for assault, fraud, abuse, neglect or exploitation of any person; and

7.6.14. Documentation of the criminal records check and any waivers, as applicable.

7.7. An individual need not re-disclose any of the matters in the criminal background check if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.

8. **Clinical Supervision of Unlicensed Counselors**

8.1. The Contractor shall ensure all unlicensed counselors providing treatment, education and/or recovery support services; and all uncertified CRSWs, are under the direct supervision of a licensed supervisor.

8.2. The Contractor shall ensure no licensed supervisor supervises more than 12 unlicensed staff, unless the Department has approved an alternative supervision plan.

8.3. The Contractor shall ensure unlicensed counselors receive a minimum of one (1) hour of supervision for every 20 hours of direct contact with individuals receiving services;

8.4. The Contractor ensures supervision is provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;

8.5. The Contractor shall ensure supervision includes:

8.5.1. Review of case records;

8.5.2. Observation of interactions with individuals receiving services;

8.5.3. Skill development; and

8.5.4. Review of case management activities;

8.6. The Contractor shall ensure supervisors maintain a log of the supervision date, duration, content and who was supervised by whom; and

8.7. The Contractor shall ensure staff licensed or certified shall receive supervision in accordance with the requirement of their licensure.

9. Orientation for Individuals Receiving Services

9.1. The Contractor shall conduct an orientation for individuals receiving services upon admission to program, either individually or by group, that includes:

9.1.1. Rules, policies, and procedures of the program and facility;

9.1.2. Requirements for successfully completing the program;

9.1.3. The administrative discharge policy and the grounds for administrative discharge;

9.1.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements;

9.1.5. Requiring the individual to sign and date a receipt that the orientation was conducted.

10. Treatment Plans

10.1. The Contractor shall ensure a licensed counselor or an unlicensed counselor, under the supervision of a licensed counselor, develops and maintains a written treatment plan for each individual receiving services in accordance with

SAMHSA TAP 21: Addiction Counseling Competencies, which addresses all ASAM domains. The Contractor shall ensure the treatment plan:

10.1.1. Identifies the individual's clinical needs, treatment goals, and objectives.

10.1.2. Identifies the individual's strengths and resources for achieving goals and objectives above;

10.1.3. Defines the strategy for providing services to meet the individual's needs, goals, and objectives;

10.1.4. Identifies and documents referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;

10.1.5. Provides the criteria for terminating specific interventions;

10.1.6. Includes specification and description of the indicators to be used to assess the individual's progress;

10.1.7. Includes documentation of participation in the treatment planning process or the reason why the individual did not participate; and

10.1.8. Includes signatures of the individual and the counselor agreeing to the treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.

10.1.9. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB.

11. Group education and counseling

11.1. The Contractor shall maintain an outline of each educational and group therapy session provided.

12. Progress notes

12.1. The Contractor shall ensure progress notes are completed for each individual, group, or family treatment or education session.

12.2. The Contractor shall ensure progress notes include, but not limited to:

12.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;

12.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and

12.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session.

13. Discharge

13.1. The Contractor shall discharge an individual from a program for the following reasons:

13.1.1. Program completion or transfer based on changes in the individual's functioning relative to ASAM criteria;

13.1.2. Program termination, including:

13.1.2.1. Administrative discharge;

13.1.2.2. Non-compliance with the program;

13.1.2.3. The individual left the program before completion against advice of treatment staff; and

13.1.3. The individual is inaccessible, due to reasons that may include incarceration or hospitalization.

13.2. The Contractor shall ensure that counselors complete a narrative discharge summary in all cases of individual discharge. The Contractor shall ensure the discharge summary includes, but is not limited to:

13.2.1. The dates of admission and discharge.

13.2.2. The individual's psychosocial substance misuse history and legal history.

13.2.3. A summary of the individual's progress toward treatment goals in all ASAM domains.

13.2.4. The reason for discharge.

13.2.5. The individual's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment.

13.2.6. A summary of the individual's physical and mental health condition at the time of discharge.

13.2.7. A continuing care plan, including all ASAM domains.

13.2.8. A determination as to whether the individual would be eligible for re-admission to treatment, if applicable.

13.2.9. The dated signature of the counselor completing the summary.

13.3. The Contractor shall ensure the discharge summary is completed:

13.3.1. No later than seven (7) days following an individual's discharge from the program; or

13.3.2. For withdrawal management services, by the end of the next business day following an individual's discharge from the program.

13.4. The Contractor shall ensure, when transferring an individual from one level of care to another within the same certified Contractor agency or to another treatment provider, the counselor:

13.4.1. Completes a progress note on the client's treatment and progress towards treatment goals, to be included in the individual's record; and

13.4.2. Updates the individual evaluation and treatment plan.

13.5. The Contractor shall forward copies of the information to a receiving provider when discharging an individual to another treatment provider, upon receiving a signed release of confidential information from the individual. The Contractor shall ensure information includes:

13.5.1. The discharge summary;

13.5.2. Individual demographic information, including the individual's name, date of birth, address, telephone number, and the last four (4) digits of their Social Security number; and

13.5.3. A diagnostic assessment statement and other assessment information, including:

13.5.3.1. TB test results;

13.5.3.2. A record of the individual's treatment history; and

13.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.

13.6. The Contractor shall ensure the counselor meets with the individual at the time of discharge or transfer to establish a continuing care plan. The Contractor shall ensure the continuing care plan:

13.6.1. Includes recommendations for continuing care in all ASAM domains;

13.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and

13.6.3. Assists the individual in making contact with other agencies or services.

13.7. The Contractor shall ensure the counselor documents, in the individual's service record, if and why the meeting described above could not take place.

13.8. The Contractor shall ensure individuals receiving services through this Agreement are only administratively discharged for the following reasons:

13.8.1. The individual's behavior on program premises is abusive, violent, or illegal;

13.8.2. The individual is non-compliant with prescription medications;

13.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the individual's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or

13.8.4. The individual violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

14. **Individual Service Record System**

14.1. The Contractor shall implement a comprehensive system in paper and/or electronic format to maintain service records for each individual receiving services. The Contractor shall ensure service records are:

14.1.1. Organized into related sections with entries in chronological order;

14.1.2. Easy to read and understand;

14.1.3. Complete, containing all the parts;

14.1.4. In compliance with all applicable confidentiality laws, including 42 CFR Part 2 and Exhibit K;

14.1.5. Up-to-date, including notes of most recent contacts; and

14.1.6. Accessible to the Department upon request.

14.2. The Contractor shall ensure service records are organized as follows:

14.2.1. First section, Intake/Initial Information:

14.2.1.1. Identification data, including the individual's:

14.2.1.1.1. Name;

14.2.1.1.2. Date of birth;

14.2.1.1.3. Address;

14.2.1.1.4. Telephone number; and

14.2.1.1.5. The last four (4) digits of the individual's Social Security number;

14.2.1.2. The date of admission;

14.2.1.3. Name, address, and telephone number of the individual's:

14.2.1.3.1. Legal guardian;

14.2.1.3.2. Representative payee;

14.2.1.3.3. Emergency contact;

14.2.1.3.4. The person or entity referring the individual for services, as applicable;

14.2.1.3.5. Primary health care provider;

14.2.1.3.6. Behavioral health care provider, if applicable;

14.2.1.3.7. Public or private health insurance provider(s), or both;

14.2.1.4. The individual's religious preference, if any;

14.2.1.5. The individual's personal health history;

14.2.1.6. The individual's mental health history;

14.2.1.7. Current medications;

14.2.1.8. Records and reports prepared prior to the individual's current admission and determined by the counselor to be relevant; and

14.2.1.9. Signed receipt of notification of individual rights;

14.2.2. Second section, Screening/Assessment/Evaluation:

14.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit B.

14.2.3. Third section, Treatment Planning:

14.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Exhibit B and in this Exhibit B-1; and

14.2.3.2. Signed and dated progress notes and reports from all programs involved.

14.2.4. Fourth section, Discharge Planning:

14.2.4.1. A narrative discharge summary, as required in this Exhibit B-1.

14.2.5. Fifth section, Releases of Information/Miscellaneous:

14.2.5.1. Release of information forms compliant with 42 CFR, Part 2;

14.2.5.2. Any correspondence pertinent to the individual; and

14.2.5.3. Any other pertinent information the Contractor deemed significant.

14.3. If the Contractor utilizes a paper format record system, then the sections identified above shall be tabbed sections.

15. Medication Services

15.1. The Contractor shall ensure no administration of medications, including physician samples, occur except by a licensed medical practitioner working within their scope of practice.

15.2. The Contractor shall ensure all prescription medications brought by an individual to program are in their original containers and legibly display the following information:

15.2.1. The individual's name;

15.2.2. The medication name and strength;

15.2.3. The prescribed dose;

15.2.4. The route of administration;

15.2.5. The frequency of administration; and

15.2.6. The date ordered.

15.3. The Contractor shall ensure any change or discontinuation of prescription medications includes a written order from a licensed practitioner.

15.4. The Contractor shall ensure all prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the individual's person or stored in the individual's room, are stored as follows:

15.4.1. All medications are kept in a storage area that is:

15.4.1.1. Locked and accessible only to authorized personnel;

15.4.1.2. Organized to allow correct identification of each individual's medication(s);

15.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and

15.4.1.4. Equipped to maintain medication at the proper temperature;

15.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, are kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and

15.4.3. Topical liquids, ointments, patches, creams and powder forms of products are stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.

15.5. The Contractor shall ensure medication belonging to staff are only accessible to staff and are stored separately from medications belonging to individuals served.

15.6. The Contractor shall ensure over-the-counter (OTC) medications brought into the program by individuals receiving services are:

15.6.1. In original, unopened containers;

15.6.2. Are stored in accordance with this Exhibit B-1;

15.6.3. Are marked with the name of the individual using the medication; and

15.6.4. Are taken in accordance with the directions on the medication container or as ordered by a licensed practitioner.

15.7. The Contractor shall ensure all medications self-administered by an individual, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the individual without supervision, are supervised by the program staff. The Contractor shall ensure staff:

15.7.1. Remind the individual to take the correct dose of their medication at the correct time;

15.7.2. May open the medication container but do not physically handle the medication itself in any manner; and

15.7.3. Remain with the individual to observe them taking the prescribed dose and type of medication;

15.7.4. Document each medication taken in an individual's medication log, which includes:

15.7.4.1. The medication name, strength, dose, frequency and route of administration;

15.7.4.2. The date and the time the medication was taken;

15.7.4.3. The signature or identifiable initials of the staff supervising the consumption of the medication by the individual receiving services; and

15.7.4.4. The reason for any medication refused or omitted, as applicable.

15.8. The Contractor shall ensure the individual's medication log is included in the individual's record and any remaining medication is taken with the individual upon their discharge.

16. Notice of Rights for Individuals Receiving Services

16.1. The Contractor shall ensure programs inform individuals of their rights in clear, understandable language and form, both verbally and in writing. The Contractor shall ensure:

16.1.1. Applicants for services are informed of their rights to evaluations and access to treatment;

16.1.2. Individuals are advised of their rights upon entry into any program and annually thereafter; and

16.1.3. Initial and annual notifications of individual rights are documented in the individual's record.

16.2. The Contractor shall ensure every program within the service delivery system posts notice of the rights, as follows:

16.2.1. The notice is continually posted in an area accessible by all;

16.2.2. The notice is presented in clear, understandable language and form; and

16.2.3. Each program and residence has, on the premises, complete copies of rules pertaining to individual rights that are available for individual review.

17. Fundamental Rights of Individuals Receiving Services

17.1. The Contractor shall ensure no individual receiving treatment for a substance use disorder is deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.

18. Personal Rights

18.1. The Contractor shall ensure individuals who are applicants for services or receiving services are treated by program staff with dignity and respect at all times.

18.2. The Contractor shall ensure individuals are free from abuse, neglect and exploitation which may include, but is not limited to:

18.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;

18.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the individual or others; and

18.2.3. Freedom from personal or financial exploitation.

18.3. The Contractor shall ensure individuals receiving services retain the right to privacy.

19. Client Confidentiality

19.1. The Contractor shall comply with the confidentiality requirements in 42 CFR part 2.

19.2. The Contractor shall ensure copies of individual service records for the individual, attorney or other authorized person are available at no charge for the first 25 pages and not more than $0.25 per page thereafter, after review of the record.

19.3. The Contractor shall ensure, if a minor age 12 or older is treated for substance use disorders without parental consent as authorized by RSA 318:B12-a:

19.3.1. The minor's signature alone authorizes a disclosure; and

19.3.2. Any disclosure to the minor's parents or guardians requires a signed authorization to release.

20. Grievances of Individuals Receiving Services

20.1. The Contractor shall ensure individuals receiving services have the right to complain about any matter, including any alleged violation of a right afforded by this Exhibit B-1 or by any state or federal law or rule.

20.2. The Contractor shall ensure any person has the right to complain or bring a grievance on behalf of an individual or a group of individuals.

21. Treatment Rights

21.1. The Contractor shall ensure individuals receiving services have the right to adequate and humane treatment, including:

21.1.1. The right of access to treatment including:

21.1.1.1. The right to evaluation to determine an individual's need for services and to determine which programs are most suited to provide the services needed; and

21.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and

21.1.2. The right to quality treatment including:

21.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the individuals and programs providing the treatment and to the conditions for which the individual is being treated;

21.1.3. The right to receive services in such a manner as to promote the individual's full participation in the community;

21.1.4. The right to receive all services or treatment to which an individual is entitled in accordance with the time frame set forth in the individual's treatment plan;

21.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with this Exhibit B-1 which addresses the individual's own goals;

21.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the individual to participate in meaningful activities in the communities in which the individual lives and works;

21.1.7. The right to services and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:

21.1.7.1. Freedom of movement; and

21.1.7.2. Participation in the community, while providing the ~~level~~ of support needed by the individual;

21.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:

21.1.8.1. Whenever possible, the consent shall be given in writing; and

21.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;

21.1.9. The right to refuse to participate in any form of experimental treatment or research;

21.1.10. The right to be fully informed of one's own diagnosis and prognosis;

21.1.11. The right to voluntary placement including the right to:

21.1.11.1. Seek changes in placement, services or treatment at any time; and

21.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;

21.1.12. The right to services which promote independence including services directed toward:

21.1.12.1. Eliminating, or reducing as much as possible, the individual's needs for continued services and treatment; and

21.1.12.2. Promoting the ability of the individuals to function at their highest capacity and as independently as possible;

21.1.13. The right to refuse medication and treatment;

21.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;

21.1.15. The right to consultation and second opinion including:

21.1.15.1. At the individual's own expense, the consultative services of:

21.1.15.1.1. Private physicians;

21.1.15.1.2. Psychologists;

21.1.15.1.3. Licensed drug and alcohol counselors; and

21.1.15.1.4. Other health practitioners; and

21.1.15.2. Granting to such health practitioners reasonable access to the individual, as required by Section 19.1.15, in programs and allowing such practitioners to make

recommendations to programs regarding the services and treatment provided by the programs;

21.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring an individual's participation and informed decision-making:

21.1.16.1. Guardian;

21.1.16.2. Representative;

21.1.16.3. Attorney;

21.1.16.4. Family member;

21.1.16.5. Advocate; or

21.1.16.6. Consultant; and

21.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical, or pharmacological restraint, unless the individual is at risk of self-harm or harm to others.

21.2. The Contractor shall ensure no treatment professional is required to administer treatment contrary to such professional's clinical judgment.

21.3. The Contractor shall ensure programs maximize the decision-making authority of the individual.

21.4. The Contractor shall ensure the following provisions apply to individuals for whom a guardian has been appointed by a court:

21.4.1. The guardian and all individuals involved in the provision of services are made aware of the individual's views, preferences and aspirations;

21.4.2. A guardian only makes decisions that are within the scope of the powers set forth in the guardianship order issued by the court;

21.4.3. The program requests a copy of the guardianship order from the guardian;

21.4.4. The order is kept in the individual's record at the program;

21.4.5. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the individual's choice and preference relative to those issues prevail unless the guardian's authority is expanded by the court to include those issues;

21.4.6. A program takes steps that are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:

21.4.6.1. Reviewing with the guardian the limits on their decision-making authority; and

21.4.6.2. Bringing the matter to the attention of the court that appointed the guardian, if necessary;

21.4.7. The guardian acts in a manner that furthers the best interests of the individual;

21.4.8. In acting in the best interests of the individual, the guardian takes the views, preferences, and aspirations of the individual into consideration;

21.4.9. The program takes steps that are necessary to prevent a guardian from acting in a manner that does not further the best interests of the individual and, if necessary, brings the matter to the attention of the court that appointed the guardian; and

21.4.10. In the event that there is a dispute between the program and the guardian, the program informs the guardian of their right to bring the dispute to the attention of the court that appointed the guardian.

22. Termination of Services

22.1. The Contractor shall terminate an individual from services if the individual:

22.1.1. Endangers or threatens to endanger other individuals or staff, or engages in illegal activity on the property of the program;

22.1.2. Is no longer benefiting from the service(s) provided;

22.1.3. Cannot agree with the Contractor on a mutually acceptable course of treatment;

22.1.4. Refuses to pay for the services received despite having the financial resources to do so; or

22.1.5. Refuses to apply for benefits that could cover the cost of the services received despite the fact that the individual is or may be eligible for benefits.

22.2. The Contractor shall ensure termination does not occur unless the program has given both written and verbal notice to the individual and individual's guardian, if any, that:

22.2.1. Identifies the effective date of termination;

22.2.2. Lists the clinical or management reasons for termination; and

22.2.3. Explains the rights to appeal and the appeal process.

22.3. The Contractor shall document in the service record of an individual who has been terminated that:

22.3.1. The individual has been notified of the termination; and

22.3.2. The termination has been approved by the program administrator.

23. Rights for Individuals Receiving Residential Programs

23.1. The Contractor shall ensure individuals of residential programs retain the following rights:

23.1.1. The right to a safe, sanitary, and humane living environment;

23.1.2. The right to privately communicate with others, including:

23.1.2.1. The right to send and receive unopened and uncensored correspondence;

23.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive a reasonable number of telephone calls, except that residential programs may require an individual to reimburse them for the cost of any calls made by the individual; and

23.1.2.3. The right to receive and to refuse to receive visitors, except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services;

23.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for individuals to engage in such activities;

23.1.4. The right to privacy, including the following:

23.1.4.1. The right to courtesies that include, but are not limited to, knocking on closed doors before entering and ensuring privacy for telephone calls and visits;

23.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and

23.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;

23.1.5. The right to individual choice, including the following:

23.1.5.1. The right to keep and wear their own clothes;

23.1.5.2. The right to space for personal possessions;

23.1.5.3. The right to keep and to read materials of their own choosing;

23.1.5.4. The right to keep and spend their own money; and

23.1.5.5. The right not to perform work for the Contractor and to be compensated for any work performed, except that:

23.1.5.5.1. Individuals may be required to perform personal housekeeping tasks within the individual's own

immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and

23.1.5.5.2. Individuals may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the individual is compensated for work performed; and

23.1.5.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.

23.2. The Contractor shall ensure policies governing individual behavior within a residence are developed, implemented, and available to the Department as requested. The Contractor shall ensure:

23.2.1. Individuals are informed of any house policies upon admission to the residence.

23.2.2. House policies are posted and such policies shall conform with this section.

23.2.3. House policies are periodically reviewed for compliance with this section in connection with quality assurance site visits.

23.2.4. Notwithstanding Section 23.1.4.3 above, development of policies and procedures allowing searches for alcohol and illicit drugs to be conducted:

23.2.4.1. Upon the individual's admission to the program; and

23.2.4.2. If probable cause exists, including such proof as:

23.2.4.2.1. A positive test showing presence of alcohol or illegal drugs; or

23.2.4.2.2. Showing physical signs of intoxication or withdrawal.

24. State and Federal Requirements

24.1. If there is any error, omission, or conflict in the requirements listed below, the applicable federal, state, and local regulations, rules and requirements shall take precedence. The requirements specified below are provided herein to increase the Contractor's compliance.

24.2. The Contractor agrees to the following state and/or federal requirements for specialty treatment for pregnant and parenting women:

24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.2. The program provides or arranges for primary medical care for women who are receiving substance use disorder services, including prenatal care.

24.2.3. The program provides or arranges for childcare with the women are receiving services.

24.2.4. The program provides or arranges for primary pediatric care for the women's children, including immunizations.

24.2.5. The program provides or arranges for gender-specific substance use disorder treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, neglect, and parenting.

24.2.6. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.

24.2.7. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.

24.3. The Contractor shall assist the individual in finding and engaging in a service, which may include, but is not limited to, helping the individual locate an appropriate provider, referring individuals to the needed service provider, setting up appointments for individuals with those providers, and assisting the individual with attending appointments with the service provider(s).

24.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:

24.4.1. Within seven (7) days of reaching 90% of capacity, the program notifies the Department that 90% capacity has been reached.

24.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug use not later than:

24.4.2.1. 14 days after making the request; or

24.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance use disorder treatment program.

24.4.3. The program has established a waitlist that includes a unique patient identifier for each injecting drug user seeking treatment, including individuals receiving interim services while awaiting admission.

24.4.4. The program has a mechanism that enables it to:

24.4.4.1. Maintain contact with individuals awaiting admission;

24.4.4.2. Admit or transfer waiting list individuals at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the individual; and

24.4.4.3. The program takes individuals awaiting treatment off the waiting list only when one of the following conditions exist:

24.4.4.3.1. Individuals cannot be located for admission into treatment or

24.4.4.3.2. Individuals refuse treatment

24.4.5. The program includes activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.

24.4.6. The program has procedures for:

24.4.6.1. Selecting, training, and supervising outreach workers.

24.4.6.2. Contacting, communicating, and following up with individuals at high-risk of substance misuse, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.

24.4.6.3. Promoting awareness among people who inject drugs about the relationship between injection drug use and communicable diseases.

24.4.6.4. Recommending steps that can be taken to ensure communicable diseases do not occur.

24.4.7. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance use disorder services, except in cases when each of the following conditions is met:

24.4.7.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.

24.4.7.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.

24.4.7.3. A physician makes a determination that the following conditions have been met:

24.4.7.3.1. The primary diagnosis of the individual is substance use disorder and the physician certifies that fact.

24.4.7.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.

24.4.7.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.

24.4.7.3.4. The hospital-based substance use disorder program follows national standards of substance use disorder professional practice.

24.4.7.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)

24.4.8. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.

24.4.9. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.

24.4.10. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.

24.4.11. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.

24.4.12. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.

24.4.13. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.

24.4.14. The program uses the SAPT Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:

24.4.14.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program; and

24.4.14.2. Secure payments from individuals for services in accordance with their ability to pay.

24.4.15. The Contractor shall comply with all relevant state and federal laws such as but not limited to:

24.4.15.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale in Exhibit C shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.

24.4.15.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT C – Amendment #1

Payment Terms

1. This Agreement is funded by:
   1.1. 38.12%, federal funds from the Substance Abuse Prevention and Treatment Block Grant, as awarded October 1, 2020 and October 1, 2021, by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, CFDA 93.959 FAIN TI083464.
   1.2. 22.24%, federal funds from the State Opioid Response Grant, as awarded September 30, 2021, by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, CFDA # 93.788, FAIN TI083326, which are only ***effective from the contract effective date through September 29, 2022***.
   1.3. 19.64% General funds.
   1.4. 20.00% Other funds (Governors Commission).
2. For the purposes of this Agreement:
   2.1. The Department has identified the Contractor as a SUBRECIPIENT, in accordance with 2 CFR 200.331.
   2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
   2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
3. 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 item, as specified in Exhibits C-1, SUD Treatment Services Budget through Exhibit C-9, Women's Services Budget.
   3.1. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
   3.2. Ensure approval for Exhibits C-1, SUD Treatment Services Budget through Exhibit C-9, Women's Service Budget is received from the Department prior to submitting invoices for payment.
   3.3. Request payment for actual expenditures incurred in the fulfillment of this Agreement, and in accordance with the Department-approved budgets.
4. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 days from the contract Effective Date, which shall be retained by the Department. The Contractor shall submit budgets as follows:

4.1. One (1) budget for each tiered service that specifies expenses for the period from October 1, 2021 through June 30, 2022, as follows:

4.1.1. Exhibit C-1, SUD Treatment Services Budget

4.1.2. Exhibit C-2, Amendment #1, Transitional Living Program Budget

4.1.3. Exhibit C-3, Women's Services Budget

5. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2022, which shall be retained by the Department. The Contractor shall submit budgets as follows:

5.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2022 through June 30 2023, as follows:

5.1.1. Exhibit C-4, SUD Treatment Services Budget

5.1.2. Exhibit C-5, Transitional Living Program Budget

5.1.3. Exhibit C-6, Women's Services Budget

6. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2023, which shall be retained by the Department. The Contractor shall submit budgets as follows:

6.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2023 through September 29, 2023, as follows:

6.1.1. Exhibit C-7, SUD Treatment Services Budget

6.1.2. Exhibit C-8, Transitional Living Program Budget

6.1.3. Exhibit C-9, Women's Services Budget

7. The Contractor shall bill and seek reimbursement for services provided to individuals as follows:

7.1. For Medicaid enrolled individuals through the Department's Medicaid or Medicare Fee for Service program in accordance with the current, publically posted Fee for Service (FFS) schedule.

7.2. 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.

7.3. For individuals whose private insurer will not remit payment for the full amount, the Contractor shall bill the individual based on the sliding fee scale below.

Percentage of Individual's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit C-1, to Charge the Individual
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

7.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in approved budgets for which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor shall directly bill the Department to access funds in this Agreement.

7.5. Invoices for individuals without health insurance or other coverage for the services they receive, and for operational costs must include general ledger detail indicating the invoice is only for net expenses and must reflect only amounts up to the current Medicaid rate for the services provided.

7.6. Services provided to incarcerated individuals will be reimbursable only with General Funds and Governor Commission Funds for actual costs incurred, and payable upon Department approval.

8. Additional Billing/Reporting Requirements

8.1. The Contractor shall maintain documentation that includes, but is not limited to:

8.1.1. Medicaid and/or Medicare ID of the individual receiving services.

8.1.2. WITS ID of the individual receiving services, if applicable.

8.1.3. Date range of stay per individual for which expenses apply.

8.1.4. Level of Care for which the individual received services for the date range identified in 8.1.3.

8.2. The Contractor shall ensure individuals receiving services rendered from SOR funds have a documented history or current diagnoses of Opioid Use Disorder (OUD) or Stimulant Use Disorders.

8.3. The Contractor shall coordinate ongoing care for all individuals with documented history or current diagnoses of OUD or Stimulant Use

Disorder, receiving services rendered from SOR funds, with Doorways in accordance with 42 CFR Part 2..

9. Non-Reimbursement for Services

9.1. The Department shall not reimburse the Contractor for services provided through this contract when an individual has or may have an alternative payer for services described in the Exhibit B, Scope of Work, including, but not limited to:

9.1.1. Services covered by any Medicaid programs for individuals who are eligible for Medicaid.

9.1.2. Services covered by Medicare for individuals who are eligible for Medicare.

9.2. Notwithstanding Section 9.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when an individual needs a service that is not covered by the payers listed in Section 9.1.

9.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.

9.4. Notwithstanding Section 9.1. above, when payment of the deductible or copay, as determined by the WITS fee determination model described in Exhibit B, Scope of Work, Section 3.5, Eligibility and Intake, would constitute a financial hardship for the individual, the Contractor shall seek reimbursement from the State for the deductible based on the sliding fee scale, not to exceed $4,000 per individual, per treatment episode.

9.5. For the purposes of this section, financial hardship is defined as the individual's monthly household income being less than the deductible plus the federally-defined monthly cost of living (COL), and

9.5.1. If the individual owns a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	$3,119.90	$3,964.90	$4,252.10	$4,798.80	$4,643.90

9.5.2. If the individual does not own a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	$2,570.90	$3,415.90	$3,703.10	$4,249.80	$4,643.90

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10. The Contractor shall submit an invoice and supporting backup documentation to the Department no later than the 15th working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall:
    10.1. Ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
    10.2. Ensure invoices are net any other revenue received towards the services billed in fulfillment of this Agreement.
    10.3. Ensure backup documentation includes, but is not limited to:
        10.3.1. General Ledger showing revenue and expenses for the contract.
        10.3.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
            10.3.2.1. Per 45 CFR Part 75.430(i)(1), charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
            10.3.2.2. Attestation and time tracking templates, which are available to the Department upon request.
        10.3.3. Receipts for expenses within the applicable state fiscal year.
        10.3.4. Cost center reports.
        10.3.5. Profit and loss reports.
        10.3.6. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.
        10.3.7. Information requested by the Department verifying allocation or offset based on third party revenue received.
        10.3.8. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.
11. The Contractor shall review and comply with further restrictions included in the Funding Opportunity Announcement (FOA).
12. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to invoicesforcontracts@dhhs.nh.gov, or invoices may be mailed to:

    Program Manager
    Department of Health and Human Services
    Bureau of Drug & Alcohol Services
    105 Pleasant Street
    Concord, NH 03301

13. The Contractor agrees that billing submitted for review 60 days after the last day of the billing month may be subject to non-payment.
14. The Department shall make payment to the Contractor within 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.
15. The final invoice shall be due to the Department no later than 40 days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
16. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
17. 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.
18. 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.
19. 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.
20. Audits
    - 20.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if **any** of the following conditions exist:
        - 20.1.1. 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.
        - 20.1.2. 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.
        - 20.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

20.2. 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.

20.3. 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.

20.4. 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.

20.5. 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.

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 the "Standards for Privacy and Security of Individually Identifiable Health Information," 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Part 1&2 of the "American Recovery and Reinvestment Act of 2009," 42 USC 17934, et sec., applicable to business associates, and also agrees to comply with the "Confidentiality of Substance use Disorder Patient Records," 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as applicable, and as these laws may be amended from time to time.

(1) Definitions.

a. "Business Associate" shall mean the Contractor and its agents that receive, use, transmit, 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.

b. The following terms have the same meaning as defined in HIPAA 45 CFR Parts 160, 162 and 164 and the HITECH Ac as they may be amended from time to time:

"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."

c. 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.

d. "Part 2 record," means any "Record" relating to a "Patient, and "Patient Identifying Information," as defined in 42 CFR Part 2.11 relating to substance use disorder Part 2 records.

e. "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 the Scope of Work of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall protect all 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.

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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.

c. To the extent Business Associate is permitted under the Agreement and the BAA to disclose PHI to any third party or subcontractor, prior to making any such disclosure, the Business Associate must obtain a business associate agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in its business associate agreement with the third party or subcontractor.

d. The Business Associate shall not disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure the Business Associate agrees to refrain from disclosing the PHI, until such time as a court orders the disclosure. If applicable, in any judicial proceeding, the Business Associate shall resist any efforts to access any Part 2 records.

(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 and Part 2, as applicable.

b. The Business Associate shall immediately notify the Covered Entity at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that a known or suspected privacy or security incident or breach has occurred potentially exposing or compromising PHI. This includes inadvertent or accidental uses, disclosures, incidents or breaches of unsecured PHI.

c. In the event of a breach, the Business Associate shall comply with all applicable terms of this BAA, and the information security requirements addendum of the Agreement.

d. The Business Associate agrees to perform a risk assessment, based on the information available at the time, when it becomes aware of any known or suspected privacy or information security incident or breach as described above and communicate that assessment to the Covered Entity. The risk assessment shall include at a minimum, but not be limited to:

- The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

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- 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; and
- The extent to which the risk to the protected health information has been mitigated.

e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in writing to the Covered Entity as soon as practicable after the conclusion of the investigation.

f. 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.

g. As stated in 2.c. above, Business Associate shall require any subcontractor or 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 of the use and disclosure of PHI contained herein, and comply with the duty to return or destroy the PHI as provided under Section 3 (m). In addition, the Business Associate shall require all third party contractors or business associates of the Business Associate receiving PHI pursuant to the Agreement to agree to the Business Associates' rights of enforcement and indemnification from such third party or contractor for the purpose of use and disclosure of protected health information.

h. Within ten (10) 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 BAA and the Agreement.

i. 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.

j. 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.

k. 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.

l. 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

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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.

m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within ten (10) 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.

n. 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.

- If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI. A current version of the Covered Entity's Notice of Privacy Practices is attached to the end of this BAA. Any changes in the Covered Entities' website: https://www.dhhs.nh.gov/oos/hipaa/publications.htm

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 General Provisions (P-37 of the Agreement, the

DS MD

Contractor Initials _____

2/16/2022

Date _____

Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the BAA. 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, Laws, and Regulatory References. All terms and regulations used herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this BAA to a Section in HIPAA or 42 CFR Part 2, 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 BAA, from time to time as is necessary for Covered Entity and the Business Associate to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, 42 CFR Part 2, 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 and Business Associate to comply with HIPAA and 42 CFR Part 2.

e. Segregation. If any term or condition of this BAA 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 BAA I are declared severable.

f. Survival. Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Business Associate Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of BAA...

Contractor Initials DS MD

Date 2/16/2022

New Hampshire Department of Health and Human Services

Exhibit I – Amendment #1

IN WITNESS WHEREOF, the parties hereto have duly executed this BAA.

Department of Health and Human Services	FIT-NHNH, Inc
The State	Name of the Contractor
DocuSigned by: Katja S. Fox ED9D05B04C63442...	DocuSigned by: Maria Devlin A533172B74E140C...
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Maria Devlin
Name of Authorized Representative	Name of Authorized Representative
Director	President & CEO
Title of Authorized Representative	Title of Authorized Representative
2/17/2022	2/16/2022
Date	Date

Contractor Initials DS MD

Date 2/16/2022

Exhibit L – Amendment #1

Sample

ASAM END USER LICENSE AGREEMENT

This End User License Agreement ("EULA") is made this _____ by the undersigned provider ("ELIGIBLE PROVIDER") with the American Society of Addiction Medicine ("LICENSOR") with offices at 11400 Rockville Pike Suite 200, Rockville, MD 20852 and <PUBLIC ENTITY NAME> ("LICENSEE") with offices at <PUBLIC ENTITY OFFICE LOCATION>. Capitalized terms not defined herein shall have the meanings as set forth in the Agreement.

WHEREAS, LICENSOR and LICENSEE entered into the Public Entity Permission Agreement ("Agreement") on [DATE];

WHEREAS, ELIGIBLE PROVIDER desires to be subject to a non-transferrable sub-licensee to use the WORK pursuant to the terms of the Agreement; and

WHEREAS, ELIGIBLE PROVIDER desires to be subject to the Agreement; and

NOW THEREFORE, in order to be legally bound, and for good and valuable consideration, which is hereby acknowledged, ELIGIBLE PROVIDER elects as follows:

1. ELIGIBLE PROVIDER hereby agrees to participate, comply and be bound by the terms of the Agreement. ELIGIBLE PROVIDER represents that it has reviewed the Agreement attached hereto which is made a part of and incorporated herein.

2. ELIGIBLE PROVIDER shall be permitted to describe, characterize, market, or otherwise communicate their compliance with the ASAM Criteria and delivery of specific ASAM Level(s) of Care to the extent the WORK is incorporated into state laws or policies that ELIGIBLE PROVIDER is subject to. Such communications may use plain-text versions of the ASAM trademark and The ASAM Criteria trademark, but shall not use any logo, seal, or graphic incorporating the ASAM or The ASAM Criteria trademark without separate, direct permission from ASAM. ELIGIBLE PROVIDER shall not be permitted to incorporate ASAM Criteria content in their other business operations, including digital technology and commercial training services, unless they have a separate, direct agreement with ASAM to license the ASAM Criteria.

3. ELIGIBLE PROVIDER agrees that LICENSOR retains the right to review and approve the ELIGIBLE PROVIDER's public communications described in paragraph 2 upon request, such approval not to be unreasonably withheld, and ELIGIBLE PROVIDER agrees to make such public communications only in the form approved by LICENSOR. ELIGIBLE PROVIDER agrees to provide to LICENSOR the means to access any

public communications described in paragraph 2 for the limited purpose of ensuring compliance with this Agreement. LICENSOR agrees to notify ELIGIBLE PROVIDER of any objections to its public communications within thirty (30) business days of LICENSOR's review. If LICENSOR does not approve the public communications subject to paragraph 2, ELIGIBLE PROVIDER may redesign and/or modify them and submit to further review by LICENSOR. In the event that LICENSOR has not approved the public communications within 180 days following the initial review, the LICENSOR may terminate this EULA.

4. LICENSOR shall have the right to immediately terminate this EULA only by providing written notice of such termination to ELIGIBLE PROVIDER in the event that ELIGIBLE PROVIDER fails to abide by any of the terms and conditions of this Agreement, in the event that ELIGIBLE PROVIDER's license, contract, or other arrangement with LICENSEE terminates or expires for any reason, or in the event that ELIGIBLE PROVIDER's continued use of the WORK or operation of the OPERATIONS is reasonably determined by LICENSOR to be materially detrimental to the interests of ASAM and its members. In the event of a termination of this Agreement for any reason, all rights with respect to the WORK shall automatically revert to LICENSOR. Termination of this EULA shall be without prejudice to any rights of either party at law or equity.

5. In the event of a conflict between the terms of any other agreements between LICENSEE agreement and ELIGIBLE PROVIDER and the Agreement, the terms of the Agreement shall control as to ELIGIBLE PROVIDER's, LICENSOR's, and LICENSEE's obligations under the Agreement.

The ELIGIBLE PROVIDER hereby accepts the terms contained herein by signing below.

ELIGIBLE PROVIDER

By: _____

Print Name: _____

Title: _____

Address: _____

Email address: _____

Telephone number: _____

National Provider Identifier: _____

Date: _____

DS
MD
Contractor Initials _____

Date 2/16/2022

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State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FIT/NHNH, INC is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 13, 1994. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **207982**

Certificate Number: **0005352884**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of April A.D. 2021.

William M. Gardner
Secretary of State

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CERTIFICATE OF AUTHORITY

I, Roy Tilsley, 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 FIT/NHNH, 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 February 15, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Maria Devlin, President/CEO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of FIT/NHNH, 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: 2-15-2022

Signature of Elected Officer
Name: Roy Tilsley
Title: Board of Director, Chair

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/11/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jeffrey Morrissette	
MTM Insurance Associates 1320 Osgood Street North Andover MA 01845	PHONE (A/C, No, Ext): (978) 681-5700	FAX (A/C, No): (978) 681-5777
	E-MAIL ADDRESS: Jeffreym@mtminsure.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Insurance Comany	
	INSURER B : Granite State Healthcare	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED
Families in Transition, Inc and
FIT NHNH Inc
122 Market Street
Manchester NH 03101

COVERAGES **CERTIFICATE NUMBER:** CL221521793 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			PHPK236507	01/01/2022	01/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ Included
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PHPK2363512	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			PHUB798018	01/01/2022	01/01/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		HCHS20220000555	01/01/2022	01/01/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Directors and Officers Coverage			PHSD1682978	01/01/2022	01/01/2023	Limit EPLI	5,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This certificate of insurance represents coverage currently in effect and may or may not be in compliance with any written contract.

CERTIFICATE HOLDER

State of NH DHHS
129 Pleasant Street
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Families in Transition

Our Mission

The mission of Families in Transition is to prevent and break the cycle of homelessness.

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BerryDunn

Families in Transition
Providing a Home, Building Hope

New Horizons
FOR NEW HAMPSHIRE, INC.
SOUP KITCHEN • FOOD PANTRY • SHELTERS

CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

December 31, 2020
(With Comparative Totals for 2019)

With Independent Auditor's Report

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BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Directors
FIT/NHNH, Inc. and Subsidiaries

We have audited the accompanying consolidated financial statements of FIT/NHNH, Inc. and Subsidiaries (the Organization), which comprise the consolidated statement of financial position as of December 31, 2020 and the related consolidated statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Organization as of December 31, 2020, and the changes in their consolidated net assets and their consolidated cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

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Report on Summarized Comparative Information

We have previously audited the Organization's 2019 consolidated financial statements and, in our report dated March 31, 2020, expressed an unmodified opinion on those audited consolidated financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2019 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying supplementary information, which consists of the consolidating statement of financial position as of December 31, 2020, and the related consolidating statements of activities and functional expenses for the year then ended, is presented for purposes of additional analysis, rather than to present the financial position and changes in net assets of the individual entities, and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
March 29, 2021

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FIT/NHNH, INC. AND SUBSIDIARIES

Consolidated Statement of Financial Position

December 31, 2020
(With Comparative Totals for December 31, 2019)

	2020	2019
ASSETS		
Current assets		
Cash and cash equivalents	$ 3,536,208	$ 2,522,454
Accounts receivable	67,946	67,501
Grants and contributions receivable	1,691,498	589,218
Prepaid expenses	87,753	65,512
Other current assets	60,946	59,367
Total current assets	5,444,351	3,304,052
Replacement reserves	512,271	428,390
Reserve cash designated for properties	847,300	1,012,597
Investments	1,235,007	1,123,413
Investment in related entity	1,000	1,000
Property and equipment, net	34,425,916	32,788,053
Development in process	218,835	155,686
Other assets	80,638	80,638
Total assets	$ 42,765,318	$ 38,893,829
LIABILITIES AND NET ASSETS		
Current liabilities		
Current portion of long-term debt	$ 345,909	$ 317,739
Accounts payable	889,234	167,557
Accrued expenses	264,583	372,038
Other current liabilities	134,693	59,671
Total current liabilities	1,634,419	917,005
Long-term debt, net of current portion and unamortized deferred costs	15,223,778	15,610,670
Total liabilities	16,858,197	16,527,675
Net assets		
Without donor restrictions - controlling interest	22,831,326	19,284,224
Without donor restrictions - noncontrolling interest	2,344,795	2,602,333
Total without donor restrictions	25,176,121	21,886,557
With donor restrictions	731,000	479,597
Total net assets	25,907,121	22,366,154
Total liabilities and net assets	$ 42,765,318	$ 38,893,829

The accompanying notes are an integral part of these consolidated financial statements.

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FIT/NHNH, INC. AND SUBSIDIARIES

Consolidated Statement of Activities

Year Ended December 31, 2020
(With Comparative Totals for the Year Ended December 31, 2019)

	Without Donor Restrictions - Controlling Interest	Without Donor Restrictions - Noncontrolling Interest	Total Without Donor Restrictions	With Donor Restrictions	**Total 2020**	Total 2019
Revenue and support						
Federal, state and other grant support	$ 4,317,329	$ -	$ 4,317,329	$ 615,231	**$ 4,932,560**	$ 4,629,513
CARES Act Grants	4,183,652	-	4,183,652	-	**4,183,652**	-
Rental income, net of vacancies	2,492,880	-	2,492,880	-	**2,492,880**	2,346,802
Thrift store sales	410,942	-	410,942	-	**410,942**	573,355
Public support	2,952,466	-	2,952,466	-	**2,952,466**	2,050,951
Tax credit revenue	-	-	-	-	**-**	268,238
Special events	420,547	-	420,547	-	**420,547**	518,237
Developer fees	121,670	-	121,670	-	**121,670**	101,545
VISTA program revenue	-	-	-	-	**-**	75,368
Unrealized gain on investments	103,827	-	103,827	-	**103,827**	252,431
(Loss) gain on disposal of assets	(1,362)	-	(1,362)	-	**(1,362)**	210,190
Interest income	14,838	-	14,838	-	**14,838**	19,326
In-kind donations	9,244	-	9,244	-	**9,244**	105,484
Investment income	8,207	-	8,207	-	**8,207**	21,969
Forgiveness of debt	131,267	-	131,267	-	**131,267**	131,267
Medicaid reimbursements	488,990	-	488,990	-	**488,990**	674,861
Other income	201,865	-	201,865	-	**201,865**	226,640
Net assets released from restrictions	363,828	-	363,828	(363,828)	**-**	-
Total revenue and support	16,220,190	-	16,220,190	251,403	**16,471,593**	12,206,177
Expenses						
Program activities						
Housing	10,277,005	-	10,277,005	-	**10,277,005**	9,524,438
Thrift store	415,817	-	415,817	-	**415,817**	417,963
Total program activities	10,692,822	-	10,692,822	-	**10,692,822**	9,942,401
Fundraising	1,074,295	-	1,074,295	-	**1,074,295**	1,000,388
Management and general	1,186,537	-	1,186,537	-	**1,186,537**	1,078,712
Total expenses	12,953,654	-	12,953,654	-	**12,953,654**	12,021,501
Excess of revenue and support over expenses	3,266,536	-	3,266,536	251,403	**3,517,939**	184,676
Capital contributions	24,438	-	24,438	-	**24,438**	12,928
Partnership distributions	(543)	(867)	(1,410)	-	**(1,410)**	(7,317)
Change in net assets	3,290,431	(867)	3,289,564	251,403	**3,540,967**	190,287
Change in net assets attributable to noncontrolling interest in subsidiaries	256,671	(256,671)	-	-	**-**	-
Change in net assets after reclassification of portion attributable to noncontrolling interest in subsidiaries	3,547,102	(257,538)	3,289,564	251,403	**3,540,967**	190,287
Net assets, beginning of year	19,284,224	2,602,333	21,886,557	479,597	**22,366,154**	22,175,867
Net assets, end of year	$ 22,831,326	$ 2,344,795	$ 25,176,121	$ 731,000	**$ 25,907,121**	$ 22,366,154

The accompanying notes are an integral part of these consolidated financial statements.

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FIT/NHNH, INC. AND SUBSIDIARIES

Consolidated Statement of Functional Expenses

Year Ended December 31, 2020
(With Comparative Totals for the Year Ended December 31, 2019)

	Program Activities					
	Housing	Thrift Store	Fundraising	Management and General	**2020 Total**	2019 Total
Salaries and benefits						
Salaries and wages	$ 4,739,044	$ 268,372	$ 465,765	$ 683,020	**$ 6,156,201**	$ 5,295,139
Employee benefits	506,292	21,134	49,673	73,234	**650,333**	546,228
Payroll taxes	329,916	20,663	33,444	49,060	**433,083**	393,960
Total salaries and benefits	5,575,252	310,169	548,882	805,314	**7,239,617**	6,235,327
Other expenses						
Advertising	9,001	19,278	2,335	5,749	**36,363**	56,494
Application and permit fees	-	-	-	-	**-**	4,915
Bad debts	63,594	-	-	-	**63,594**	13,402
Bank charges	8,125	6,059	881	7,027	**22,092**	21,874
Condominium association fees	15,515	-	-	-	**15,515**	12,072
Consultants	109,301	2,900	13,736	18,272	**144,209**	49,374
COVID expenses	336,834	1,840	36,824	52,646	**428,144**	-
Depreciation	1,116,863	10,101	166,761	88,507	**1,382,232**	1,239,330
Events	9,709	741	63,921	-	**74,371**	147,755
Food	156,813	-	-	-	**156,813**	124,060
General insurance	150,186	1,924	16,826	11,565	**180,501**	175,444
Interest expense	189,205	494	36,525	12,175	**238,399**	221,658
Management fees	-	-	-	-	**-**	6,724
Meals and entertainment	1,663	138	192	285	**2,278**	4,747
Membership dues	10,449	-	1,289	1,933	**13,671**	8,621
Merger expenses	-	-	-	-	**-**	146,686
Office supplies	64,808	8,490	6,841	10,075	**90,214**	131,166
Operational expenses - other	156,304	-	-	-	**156,304**	107,422
Participant expenses	72,037	-	-	-	**72,037**	139,602
Postage	7,219	8	912	1,352	**9,491**	16,240
Printing	18,189	3,112	2,198	3,216	**26,715**	47,361
Professional fees	128,112	4,000	8,677	42,254	**183,043**	212,640
Rental subsidies	301,110	-	-	-	**301,110**	332,635
Repairs and maintenance	422,528	17,050	56,979	31,988	**528,545**	721,321
Staff development	24,383	50	2,959	4,424	**31,816**	45,882
Taxes	337,333	3,000	-	-	**340,333**	367,212
Technology support	147,700	1,376	17,247	25,620	**191,943**	221,898
Telephone	122,090	1,320	10,143	15,114	**148,667**	137,136
Travel	21,145	272	2,767	4,134	**28,318**	51,658
Utilities	508,965	17,984	64,754	26,209	**617,912**	643,659
VISTA program	66,785	-	12,646	-	**79,431**	208,887
Workers' compensation	125,787	5,511	-	18,678	**149,976**	168,299
Total expenses	$ 10,277,005	$ 415,817	$ 1,074,295	$ 1,186,537	**$ 12,953,654**	$ 12,021,501

The accompanying notes are an integral part of these consolidated financial statements.

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FIT/NHNH, INC. AND SUBSIDIARIES

Consolidated Statement of Cash Flows

Year Ended December 31, 2020
(With Comparative Totals for the Year Ended December 31, 2019)

	2020	2019
Cash flows from operating activities		
Change in net assets	$ 3,540,967	$ 190,287
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	1,395,576	1,253,461
Forgiveness of debt	(131,267)	(131,267)
Unrealized gain on investments	(103,827)	(252,431)
Loss (gain) on disposal of assets	1,362	(210,190)
(Increase) decrease in:		
Accounts receivable	(445)	(15,290)
Grants and contributions receivable	(1,102,280)	197,125
Prepaid expenses	(22,241)	14,495
Other current assets	(1,579)	106,578
Increase (decrease) in:		
Accounts payable	(46,887)	(82,350)
Accrued expenses	(107,455)	23,943
Due to related party	-	(35,613)
Other current liabilities	75,022	(22,804)
Net cash provided by operating activities	3,496,946	1,035,944
Cash flows from investing activities		
Repayments from related parties	-	35,613
(Purchases) proceeds from sale of investments	(7,767)	465,602
Investment in development in process	(63,149)	(523,132)
Proceeds from disposal of assets	-	846,634
Acquisition of property and equipment	(2,227,481)	(1,730,333)
Net cash used by investing activities	(2,298,397)	(905,616)
Cash flows from financing activities		
Net repayments on line of credit	-	(145,000)
Proceeds from long-term borrowings	2,452	2,127,975
Payment of financing costs	-	(31,409)
Payments on long-term debt	(268,663)	(771,218)
Net cash (used) provided by financing activities	(266,211)	1,180,348
Net increase in cash, cash equivalents and restricted cash	932,338	1,310,676
Cash, cash equivalents and restricted cash, beginning of year	3,963,441	2,652,765
Cash, cash equivalents and restricted cash, end of year	$ 4,895,779	$ 3,963,441
Composition of cash, cash equivalents and restricted cash, end of year		
Cash and cash equivalents	$ 3,536,208	$ 2,522,454
Replacement reserves	512,271	428,390
Reserve cash designated for properties	847,300	1,012,597
	$ 4,895,779	$ 3,963,441
Supplemental disclosures:		
Acquisition of property and equipment through accounts payable	$ 768,564	$ -
Acquisition of property and equipment through long-term borrowings from seller	$ 25,412	$ -
Property and equipment transferred from development in process	$ -	$ 3,972,896
Interest paid	$ 238,399	$ 221,658

The accompanying notes are an integral part of these consolidated financial statements.

FIT/NHNH, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2020
(With Comparative Totals for December 31, 2019)

Organization

FIT/NHNH, an incorporated New Hampshire nonprofit, provides hunger relief, emergency shelter, safe affordable housing and support services to individuals and families who are homeless or in need in the State of New Hampshire. The programs and services offered provide positive outcomes through the incorporation of evidence based models and practices to meet identified needs and goals of those they serve and provide an integrated system of care to prevent homelessness when possible and rapidly rehouse those who become homeless, including both the chronically homeless and families with children.

The Organization directly owns and operates housing programs in facilities located on Amherst Street, Spruce Street, Lake Avenue and Douglas Street in Manchester, New Hampshire. Additional housing facilities are owned and operated by two limited partnerships of which the Organization, or one of its subsidiaries, is the sole general partner. These limited partnerships include Family Bridge Limited Partnership (Family Bridge), located on Second Street in Manchester, New Hampshire; and Family Willows Limited Partnership (Family Willows), located on South Beech Street in Manchester, New Hampshire (collectively referred to as the Limited Partnerships).

The Organization also owns and operates emergency shelters for homeless individuals in facilities located on Manchester Street and Union Street in Manchester, NH. In 2020, FIT/NHNH purchased an additional property on Lake Ave in Manchester, New Hampshire where it will operate its food pantry formerly located at the Manchester Street, Manchester, New Hampshire facility.

Housing Benefits, a Community Development Housing Organization was created to identify and develop new housing units and refurbish existing units to meet the persistent need of combating homelessness. Completed housing units are located on Concord Street, School & Third Street, Lowell Street, Belmont Street, Market Street, Spruce Street and Hayward Street, in Manchester, New Hampshire as well as additional housing facilities located on Central Avenue in Dover, New Hampshire (Dover), and at Bicentennial Square in Concord, New Hampshire and an emergency shelter location in Wolfeboro, New Hampshire.

On April 12, 2019, HB-AH, LLC (HB-AH) was legally formed as a limited liability company organized under the laws of the State of New Hampshire, which is treated as a disregarded entity for federal income tax purposes. HB-AH's purpose is to acquire, own, rent, operate and manage 23 residential apartments located in Manchester, New Hampshire. HB-AH is to operate exclusively to further the charitable purpose of Housing Benefits, HB-AH's sole member.

The Organization is the sole member of Manchester Emergency Housing, Inc. (MEH), a New Hampshire nonprofit corporation providing immediate shelter to homeless families in the Manchester, New Hampshire area. MEH is the only family shelter in Manchester, New Hampshire.

The Organization also owns 100% of Family Outfitters, LLC (OutFITters), a limited liability corporation. OutFITters operates an independent thrift store in Manchester, New Hampshire with the sole purpose of generating an alternate funding stream for the Organization.

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The Organization is the sole member of The New Hampshire Coalition to End Homelessness (NHCEH), a statewide entity, whose mission is to "eliminate the causes for homelessness through research, education and advocacy."

Wilson Street Condominium Association (the Association) was established for the purpose of maintaining and preserving a five unit property located on Wilson Street in Manchester, New Hampshire. The Organization is the majority owner of the Association.

The Organization has several wholly-owned corporations which include Second Street Family Mill, Inc. (Family Mill), and Big Shady Tree, Inc. (Big Shady Tree) (collectively referred to as the General Partners), all of which are New Hampshire corporations. These wholly-owned corporations represent the .01% sole general partners in the Limited Partnerships, whereby Family Mill is a general partner of Family Bridge and Big Shady Tree is a general partner of Family Willows.

In 2021, it is anticipated that FIT/NHNH will begin the redevelopment of its Union St property. The project, known as Angie's Housing Program, will create 11 units of permanent, supportive housing for those experiencing homelessness.

1. Summary of Significant Accounting Policies

Principles of Consolidation

Since the General Partners have control of the Limited Partnerships, in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 810-20-25, *Consolidation*, the financial statements of the Limited Partnerships are required to be consolidated with the Organization's consolidated financial statements. The limited partners' ownership interest is reported in the consolidated statement of financial position as noncontrolling interest.

The consolidated financial statements include the net assets of the Organization, the Limited Partnerships, Housing Benefits, HB-AH, MEH, OutFITters, NHCEH, the Association, and the General Partners. All significant inter-entity balances and transactions are eliminated in the accompanying consolidated financial statements.

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Comparative Information

The consolidated financial statements include certain prior year summarized comparative information in total, but not by net asset classification. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. generally accepted accounting principles (U.S. GAAP). Accordingly, such information should be read in conjunction with the Organization's December 31, 2019 consolidated financial statements, from which the summarized information was derived.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Basis of Presentation

The consolidated financial statements of the Organization have been prepared in accordance with U.S. GAAP, which require the Organization to report information regarding to its consolidated financial position and activities according to the following net asset classifications:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and the Board of Directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the consolidated statement of activities.

All contributions are considered to be available for general use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as support with donor restrictions that increases net assets with donor restrictions. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the consolidated statement of activities as net assets released from restrictions. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as support without donor restrictions in the year of the gift.

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The Organization reports contributions of buildings or equipment as support without donor restrictions, unless a donor places explicit restriction on its use. Contributions of cash or other assets that must be used to acquire long-lived assets are reported as support with donor restrictions and reclassified to net assets without donor restrictions when the assets are acquired and placed in service.

Cash and Cash Equivalents

The Organization considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents. The Organization maintains its cash in bank deposit accounts which, at times, may exceed the federally insured limits. Management regularly monitors the financial institutions, together with their respective cash balances, and attempts to maintain the potential risk at a minimum. The Organization has not experienced any losses in such accounts and management believes it is not exposed to any significant risk on these accounts.

Reserves are those deposits of cash and cash equivalents not generally available for operating costs, but restricted to particular uses including operating and replacement reserves for rental properties as well as certain other social services and programs.

Property and Equipment

Property and equipment are recorded at cost or, if donated, at estimated fair market value at the date of donation, less accumulated depreciation. The Organization's capitalization policy requires the capitalization of capital expenditures greater than $1,000, while ordinary maintenance and repairs are charged to expense. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets. Assets not in service are not depreciated. Following is a summary of estimated useful lives by asset category:

Land improvements	20 years
Buildings and improvements	3 - 40 years
Furniture and fixtures	3 - 10 years
Equipment	3 - 10 years
Vehicles	5 years

Rental Income

Rental revenue is recognized pro rata over each tenant's period of occupancy. A contract is entered into with a tenant and covers a period of twelve months. All rents are collected at the beginning of each month and are nonrefundable. A tenant has an option to cancel a lease at any time with a minimum of 30 days notice, at which time the Organization will prorate the final rent payment through a tenant's expected move-out date.

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When a contract is entered into with a tenant, the Organization collects a security deposit. The security deposits are maintained in separate cash accounts and a corresponding liability is recognized. Upon termination of a tenant's contract, the Organization assesses the condition of the unit being vacated. If it is determined a unit is vacated in a condition equivalent to when the tenant occupied the unit, the security deposit is refunded to the tenant. If a unit is determined to be vacated in a condition less than equivalent to when the tenant occupied the unit, the security deposit is retained and recognized as revenue.

Volunteer Services

A number of volunteers have donated their time to the Organization's various programs and administrative services. The value of these services has not been included in the accompanying consolidated financial statements since the volunteers' time does not meet criteria for recognition. The estimated value of donated time for the years ended December 31, 2020 and 2019 was approximately $414,047 and $1,030,000, respectively.

Functional Expense Allocation

The consolidated financial statements report certain categories of expenses that are attributable to more than one program or supporting function. Therefore, these expenses require allocation on a reasonable basis that is consistently applied. The expenses allocated include salaries and benefits, depreciation and amortization, office and other expenses, which are allocated based on direct payroll hours by functional cost centers.

Change in Net Assets from Operations

The consolidated statements of activities include a measure of change in net assets from operations. Changes in net assets which are excluded from change in net assets from operations include capital contributions and partner distributions which are considered non-operating.

Income Taxes

The Organization is a tax-exempt Section 170(b)(1)(A)(vi) public charity as described in Section 501(c)(3) of the Internal Revenue Code (the Code) and is exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. Accordingly, no provision for income taxes has been reflected in these consolidated financial statements.

The standards for accounting for uncertainty in income taxes require the Organization to report any uncertain tax positions and to adjust its financial statements for the impact thereof. As of December 31, 2020 and 2019, the Organization determined that it had no tax positions that did not meet the more-likely-than-not threshold of being sustained by the applicable tax authority. The Organization files an informational return in the United States. This return is generally subject to examination by the federal government for up to three years.

No provision for taxes on income is made in the Limited Partnerships' financial statements since, as partnerships, all taxable income and losses are allocated to the partners for inclusion in their respective tax returns.

The Association is not exempt from income taxes; however, the Code categorizes any profits realized by the Association from its member activities as reductions of members' contributions towards the operation of the condominium property and not as taxable income of the Association or its members. Accordingly, no provision for income taxes has been made in these consolidated financial statements.

Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, the Organization has considered transactions or events occurring through March 29, 2021, which was the date the consolidated financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the consolidated financial statements.

2. Availability and Liquidity of Financial Assets

As of December 31, 2020, the Organization has working capital, excluding current assets with donor restrictions, of $3,095,757 and average days (based on normal expenditures) cash and cash equivalents on hand of 90.

Financial assets and liquidity resources available within one year for general expenditure, such as operating expenses, scheduled principal payments on long-term debt, and capital acquisitions not funded through replacement reserves or financed with debt, were as follows:

	2020	2019
Financial assets:		
Cash and cash equivalents	$ 3,536,208	$ 2,522,454
Accounts receivable	67,946	67,501
Grants and contributions receivable	1,691,498	589,218
Investments	1,235,007	1,123,413
Total financial assets	6,530,659	4,302,586
Donor-imposed restrictions:		
Restricted funds	(731,000)	(479,597)
Financial assets available at year end for current use	$ 5,799,659	$ 3,822,989

The Organization also has a line of credit available to meet short-term needs, as described in Note 5.

The Organization has replacement reserves and cash reserves designated for properties as part of its debt financing with New Hampshire Housing Finance Authority (NHHFA) which are only available when approved by NHHFA. As a result, these replacement reserves and cash reserves designated for properties are not considered available for general expenditure within the next year and are not reflected in the amount above. The goal for the Organization is to maintain a balanced budget while meeting the requirements of the various financing authorities.

3. Property and Equipment

Property and equipment consisted of the following:

	2020	2019
Land	$ 3,764,378	$ 3,764,378
Land improvements	650,360	650,360
Buildings and improvements	41,941,856	39,119,498
Furniture and fixtures	1,055,379	920,936
Equipment	639,373	604,425
Vehicles	386,565	361,153
Construction in progress	-	850
	48,437,911	45,421,600
Less: accumulated depreciation	14,011,995	12,633,547
Property and equipment, net	$ 34,425,916	$ 32,788,053

At December 31, 2020 and 2019, the Organization held $37,334,275 and $37,087,574, respectively, of land, land improvements, and buildings and improvements for the purpose of leasing to individuals. Accumulated depreciation on the land improvements, buildings and improvements at December 31, 2020 and 2019 was $10,319,415 and $9,284,428, respectively.

4. Development in Process

At December 31, 2020 and 2019, development in process consisted of various projects in process related to all of the properties owned by the Organization.

5. Line of Credit

The Organization has an unsecured line of credit agreement, renewed annually, with a financial institution in the amount of $550,000. During the term of the agreement, the interest rate on any outstanding principal balance shall be equal to the base rate, as defined by the financial institution, with a floor of 4%. There were no outstanding balance as of December 31, 2020 and 2019.

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6. Long-Term Debt

Long-term debt consisted of the following:

	2020	2019
A mortgage loan payable to NHHFA in monthly payments of $680, including interest at 1% and an escrow of $289. The loan is collateralized by real estate located on Amherst Street, Manchester, New Hampshire. The loan is due and payable in full in January 2033.	$ **46,492**	$ 50,142
A note payable to NHHFA. The note is noninterest bearing and is collateralized by real estate located on Amherst Street, Manchester, New Hampshire. The note is due and payable upon sale or refinancing of the property or in June 2042.	**163,283**	163,283
A mortgage loan payable to St. Mary's Bank in monthly payments of $883, including interest at 5% for five years. After five years, the interest rate adjusts to match the then current Federal Home Loan Bank of Boston 5-year, 20-year amortizing rate plus 2.50%. The loan is collateralized by real estate on Spruce Street, Manchester, New Hampshire and is due and payable in full in May 2034.	**103,048**	104,019
A mortgage loan payable to TD Bank, N.A. in monthly payments of $1,123, including interest at 4.1%. The loan is collateralized by real estate at Beech Street, Manchester, New Hampshire. The loan is due and payable in full in November 2023.	**36,401**	48,028
A mortgage loan payable to RBS Citizens Bank in monthly payments of $2,126, including interest at 7.18%. The loan is collateralized by real estate on Douglas Street, Manchester, New Hampshire. The loan is due and payable in full in April 2024.	**196,746**	207,307
A mortgage note payable by Housing Benefits to NHHFA, collateralized by Bicentennial property. Monthly payments of $1,095 include interest at 4.75% per annum until the principal and interest are fully paid with the final installment due and payable on May 1, 2034.	**128,086**	135,156

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A noninterest bearing note payable by Housing Benefits to NHHFA, collateralized by Bicentennial property and various financing instruments. Annual payments of 50% of surplus cash are due. The note is due and payable on May 28, 2034. This note is nonrecourse.	**84,456**	85,018
A noninterest bearing note payable by Housing Benefits to NHHFA, collateralized by Bicentennial property and various financing instruments. Annual payments of 25% of surplus cash are due. The note is due and payable on May 28, 2033. This note is nonrecourse and is subordinate to the $84,456 note payable.	**336,674**	336,955
A noninterest bearing note payable by Housing Benefits to Merrimack County, collateralized by Bicentennial property and various financing instruments. The note is due and payable in full in May 2033.	**260,000**	260,000
A noninterest bearing note payable by Housing Benefits to NHHFA, collateralized by Millyard II property and various financing instruments. Annual payments of 25% of surplus cash are due. The note is due and payable upon sale or refinancing of the property or in May 2031. This note is nonrecourse.	**445,068**	445,068
A mortgage note payable by Housing Benefits to NHHFA, collateralized by Millyard II property. Monthly payments of $1,729 include principal and interest at 3.5% per annum. The final installment is due and payable on September 1, 2032.	**193,172**	207,057
A note payable by Housing Benefits to the City of Manchester, New Hampshire, collateralized by Millyard II property and various financing instruments. A payment of interest shall be made annually no later than August 1 each year based on 42.5% of the net cash flow, as defined. In any year where the Debt Coverage Ratio, as defined, exceeds 1.15 to 1, principal payments shall be made no later than August 1 in an amount that will result in a 1.15 to 1 Debt Coverage Ratio. All unpaid amounts are due and payable in full on August 1, 2031. This note is nonrecourse.	**226,725**	226,725
A noninterest bearing note payable by Housing Benefits to the New Hampshire Community Loan Fund, Inc. (NHCLF), collateralized by Millyard II property. Payment of principal is due and payable on December 31, 2031. This note is nonrecourse.	**250,000**	250,000

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A mortgage note payable by Housing Benefits to the City of Manchester Community Improvement Program, collateralized by Millyard Families I real estate. The note is noninterest bearing and is due and payable in January 2027.	**230,000**	230,000
A second mortgage note payable by Housing Benefits to CDFA, collateralized by Millyard Families I real estate. Monthly payments of $1,121 include principal and interest at 2% per annum. The final installment is due and payable on June 15, 2022.	**19,860**	32,773
A mortgage note payable by Family Bridge to NHHFA, collateralized by real estate and personal property. The note bears no interest and is to be repaid from 50% of available surplus cash annually with all remaining principal due on August 30, 2034.	**850,000**	850,000
A promissory note payable by Family Bridge to TD Bank, N.A., collateralized by real estate. Monthly payments of $3,019 include principal and interest at 4.33%. The note is payable in full in November 27, 2023 and is guaranteed by FIT/NHNH, Inc. and Family Mill.	**396,436**	415,323
A promissory note payable by Family Bridge to the City of Manchester, New Hampshire. The note is noninterest bearing with annual payments of 50% of net cash flow payable by October 1. The outstanding principal is due by October 1, 2034. The note is collateralized by real estate and is nonrecourse.	**600,000**	600,000
A mortgage note payable by Family Willows to NHHFA, collateralized by real estate and personal property. The note bears no interest and is to be repaid from 50% of available surplus cash annually with all remaining principal due on July 9, 2037.	**505,816**	516,277
A note payable by Family Willows to the City of Manchester, New Hampshire. The note is noninterest bearing and has an annual payment of $9,091 payable on October 1. All outstanding principal is due by October 2029. The note is collateralized by real estate and is nonrecourse.	**72,726**	81,817

FIT/NHNH, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2020
(With Comparative Totals for December 31, 2019)

A note payable by Family Willows to RBS Citizens Bank, collateralized by real estate. Monthly payments of $1,922 include principal and interest at 3.25%, based on the prime rate capped at 6%. The note is payable in full on June 27, 2033 and is guaranteed by FIT/NHNH, Inc. and Big Shady Tree.	**235,835**	251,100
A mortgage note payable by Housing Benefits to NHHFA, collateralized by School & Third Street real estate and personal property. Monthly payments of $2,683 include principal and interest at 8% per annum. The note is due in February 2021.	**9,544**	40,664
A second mortgage note payable by Housing Benefits to NHCLF, collateralized by School & Third Street real estate and personal property. The note bears no interest and monthly payments of $2,775 will commence on April 15, 2021 and continue until maturity in October 2039.	**617,613**	617,613
A mortgage note payable by Housing Benefits to NHHFA, collateralized by Belmont Street real estate and personal property. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by December 2040.	**413,575**	413,575
A mortgage note payable from Housing Benefits to NHHFA, collateralized by Lowell Street real estate and personal property. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full in August 2040.	**34,628**	34,628
A second, noninterest bearing, mortgage note payable from Housing Benefits to the City of Manchester, New Hampshire, collateralized by Lowell Street real estate. Annual payments equal to the greater of 25% of net cash flow, as defined, or $4,000 commenced in October 2012 and continue until the maturity date in June 2041.	**156,022**	160,022
A noninterest bearing promissory note payable from Housing Benefits to NHHFA collateralized by a mortgage and security agreement on Lowell Street real estate. The note is to be forgiven 1/15th annually over the low-income housing tax credit compliance period which ends in 2026, subject to compliance with certain requirements. During 2020 and 2019, $131,267 was recognized as revenue and support in the consolidated statements of activities.	**721,963**	853,230

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A mortgage note payable from Housing Benefits to NHHFA, collateralized by Dover real estate and personal property. The noninterest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by June 2028.	**216,148**	216,148
A noninterest bearing mortgage note payable to the City of Manchester Community Improvement Program, collateralized by real estate located at 393-395 Spruce Street. Annual payments of the greater of 25% of net cash flow, as defined, or $5,000 are due annually by October 1. The note is due in full by October 1, 2045.	**567,808**	572,808
A mortgage note payable to TD Bank, N.A., collateralized by real estate located at 167 Lake Avenue and personal property located at 161 South Beech Street, Unit 2. Monthly payments of $2,137 include principal and interest at 4.35%. The note is due in full by April 2024.	**372,849**	386,216
A vehicle loan payable in monthly payments of $488, including interest at 4.06%. The loan was paid in full in 2020.	**-**	4,237
A vehicle loan payable in monthly payments of $760, including interest at 5.374%. The loan was paid in full in 2020.	**-**	5,989
A vehicle loan payable in monthly payments of $472, including interest at 4.25%. The loan is due in March 2025 and is collateralized by the related vehicle.	**20,560**	-
A vehicle loan payable in monthly payments of $308, including interest at 4.75%. The loan is due in October 2023 and is collateralized by the related vehicle.	**9,791**	12,930
A mortgage note payable to NHHFA, collateralized by the real estate at Lake Avenue, Manchester, New Hampshire. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by June 2045.	**750,000**	750,000
A mortgage note payable to TD Bank, N.A., collateralized by real estate located at 641 Hayward Street, Manchester, New Hampshire. Monthly payments of $991 include principal and interest at 3.015%. The note is due in full by October 2025.	**174,276**	177,428

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A mortgage note payable to Peoples United Bank, collateralized by Hope House. Monthly payments of $2,283 include principal and interest at 4.94%. The note is due in full by January 2027.	**364,674**	373,411
A construction loan payable to Franklin Savings Bank, collateralized by real estate located at 267 Wilson Street, Manchester, New Hampshire. Housing Benefits has the ability to draw up to $825,000 on the promissory note. Monthly payments including principal, interest and escrow of $6,854 are due over a 30 year period starting September 2018 at 4.90% interest.	**707,538**	724,146
A noninterest bearing construction loan payable to NHHFA, collateralized by real estate located at 267 Wilson Street, Manchester, New Hampshire. The note has a borrowing limit of $720,000. Annual payments are due in amounts equal to 25% of surplus cash. The loan is due in full by November 1, 2047.	**720,000**	720,000
Three vehicle loans collateralized by an activity bus payable to Ford Credit in monthly payments of $392 at 5.9% annual interest rate. The loans are due and payable in March 2022.	**15,937**	28,771
A noninterest bearing mortgage note payable to the City of Manchester Community Improvement Program, collateralized by real estate located at 267 Wilson Street, 2nd Floor. The note has a borrowing limit of $1,655,323. As costs are incurred, Housing Benefits is to be reimbursed by the City of Manchester. Annual payments of the greater of 25% of net cash flow, as defined, or $5,000 are due by October 1 commencing October 1, 2019. The note is due in full by October 1, 2047.	**1,453,182**	1,458,182
A noninterest bearing mortgage note payable to the City of Manchester, collateralized by real estate located at 267 Wilson Street, 3rd Floor. The note is funded by the City of Manchester's Community Improvement Program and the City of Manchester's Affordable Housing Trust Funds. The note has a borrowing limit of $531,252. As costs are incurred, Housing Benefits is to be reimbursed by the City of Manchester. Annual payments in the amount of 25% of net cash flow, as defined, are due by October 1 commencing October 1, 2019. The note is due in full by December 1, 2047.	**531,252**	531,252

FIT/NHNH, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2020
(With Comparative Totals for December 31, 2019)

A noninterest bearing construction loan payable to NHHFA, collateralized by real estate located in Wolfeboro, New Hampshire. The note has a borrowing limit of $780,000. Annual payments in amounts equal to 25% of surplus cash. The loan is due in full by December 1, 2047.	**780,000**	780,000
A mortgage note payable to NHHFA and is collateralized by the real estate and personal property of HB-AH, LLC on Concord Street in Manchester, New Hampshire. The mortgage is insured by the U.S Department of Housing and Urban Development through the Housing Finance Agency Risk Sharing Program authorized by Section 542(c) of the Housing and Community Development Act of 1992. Monthly payments of $6,745 are due for principal and interest at 4.20%. All remaining principal is due on May 1, 2059.	**1,542,342**	1,558,090
A technical assistance note payable to NHHFA to provide support to the Organization for renovations at the Union Street Shelter in Manchester, New Hampshire. If the renovation project is approved, NHHFA is expected to be the lead lender on renovations. If the renovation project is not approved NHHFA will forgive the borrowings. The noninterest bearing note payable is due at the time of closing on the construction loan.	**44,079**	41,627
A note payable to CDFA, collateralized by real estate located at 199 Manchester Street, Manchester, New Hampshire. Principal only payments are due for the first 18 months, at which time monthly payments include principal and interest at 2% will be required until December 2021.	**9,268**	28,924
	15,613,873	15,985,939
Less current portion	**345,909**	317,739
Less unamortized deferred costs	**44,186**	57,530
	$ 15,223,778	$15,610,670

Surplus cash for the purposes of these disclosures is as defined in the respective loan agreements.

Principal maturities of long-term debt over the next five years and thereafter are as follows:

2021	$ 345,909
2022	229,001
2023	551,929
2024	666,228
2025	303,181
Thereafter	13,517,625
	$ 15,613,873

Interest expense charged to operations, including amortization of deferred costs of $13,344, was $238,399 and $221,658 in 2020 and 2019, respectively.

7. Net Assets

At December 31, 2020 and 2019, net assets without donor restrictions are fully available to support operations of the Organization.

Net assets with donor restrictions were as follows:

	2020	2019
Investments to be maintained in perpetuity, income is to support general operations	$ 25,000	$ 25,000
Funds maintained with donor restrictions temporary in nature:		
The Family Place	134,190	81,933
Scholarships	19,264	8,764
Housing programs	35,000	37,500
Direct care for clients	147,904	88,784
Hope House	369,642	21,067
NHNH merger	-	12,779
Substance use disorder services	-	119,760
NHNH programs	-	17,344
Passage of time	-	66,666
Total funds maintained with donor restrictions temporary in nature	706,000	454,597
Total net assets with donor restrictions	$ 731,000	$ 479,597

Net assets released from net assets with donor restrictions were as follows:

	2020	2019
Satisfaction of purpose restrictions:		
Operating releases		
The Family Place	$ 9,280	$ 26,607
VISTA program	-	48,116
Housing programs	55,000	-
Direct care for clients	103,321	71,083
Community Gardens	-	2,000
Hope House	21,566	107,175
NHNH merger	76,944	122,810
Substance use disorder services	97,717	374,438
NHNH programs	-	107
	363,828	752,336
Capital project releases		
Family Willows Recovery Housing Program	-	264,238
NHNH programs	-	35,616
	-	299,854
	$ 363,828	$ 1,052,190

8. Commitments

Under the terms of the Limited Partnerships' Regulatory Agreements with NHHFA, each Limited Partnership is required to make deposits to various escrow accounts to fund expected future costs.

Each Limited Partnership has entered into a Land Use Restriction Agreement with NHHFA, as a condition of the allocation of low-income housing tax credits by NHHFA. Pursuant to the covenant, the Limited Partnerships are required to remain in compliance with Code Section 42 for the compliance period and an extended use period, unless terminated sooner.

9. Retirement Plan

The Organization has a tax deferred retirement plan which is available to all employees working greater than 25 hours a week. All employees are eligible to participate and are fully vested with the first contribution. The Organization matches contributions at 100% up to 3% of compensation. The Organization contributed $99,580 and $71,543 during the years ended December 31, 2020 and 2019, respectively.

10. Noncontrolling Interest

Noncontrolling interest, as shown in the consolidated statement of financial position, represents investments by limited partners in the Limited Partnerships as follows:

Limited Partner	Property	2020	2019
BCCC, Inc.	Family Bridge	10	10
Boston Financial Corporate	Family Bridge	607,520	766,943
BCCC, Inc.	Family Willows	10	10
Boston Financial Midway	Family Willows	1,737,255	1,835,370
		$ 2,344,795	$ 2,602,333

11. Uncertainty

On March 11, 2020, the World Health Organization declared the coronavirus disease (COVID-19) a global pandemic. Local, U.S., and world governments encouraged self-isolation to curtail the spread of the global pandemic, COVID-19, by mandating the temporary shut-down of business in many sectors and imposing limitations on travel and the size and duration of group meetings. Many sectors are experiencing disruption to business operations. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and the scale of government actions to mitigate them. To date, the U.S. government has passed legislation which allows for increased funding to states to assist in paying for costs associated with COVID-19. Therefore, while management expects this matter to impact operating results, the related financial impact and duration cannot be reasonably estimated.

On April 8, 2020, the Organization received a loan from the U.S. Small Business Agency (SBA) within the CARES Act under the Paycheck Protection Program (PPP) in the amount of $1,188,400. The loan had a two-year term with a maturity date of April 2022, bearing an annual interest rate of 1%, and was to be payable monthly with the first six monthly payments deferred. The principal amount of the PPP was subject to forgiveness, upon the Organization's request, to the extent that the proceeds are used to pay qualifying expenditures, including payroll costs, interest on mortgages, rent and utilities, incurred by the Organization. The Organization received notification from the lender of the loan that the amount had been forgiven in full in November 2020. The full amount of the PPP received and forgiven is included in the federal, state and other grant support in the consolidated statement of activities for the year ended December 31, 2020.

In August 2020, the Organization was awarded a grant in the amount of $2,832,815 from the State of New Hampshire's Governor's Office for Emergency Relief and Recovery (GOFERR). The GOFERR grant is a pass-through grant provided to the State of New Hampshire through the CARES Act. The GOFERR grant will be used by the Organization to cover eligible costs outlined in the grant agreement that are incurred through December 30, 2020. At December 31, 2020, the Organization had received the entire grant amount and the full amounts of the awards have been recognized as revenue in the consolidated statement of activities as conditions of the funding have been met.

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In March 2020, the Organization was award a grant under the McKinney Emergency Shelter Grant Program (ESG) through the City of Manchester. The funds were provided to decompress the shelters as a result of the pandemic. The grant was paid on a reimbursement basis as qualifying expenses were incurred. Through December 31, 2020, the Organization had incurred $162,437 of qualifying expenses. The funds have been recognized as revenue in the consolidated statement of activities and were in accounts receivable at December 31, 2020.

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SUPPLEMENTARY INFORMATION

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FIT/NHNH, INC. AND SUBSIDIARIES

Consolidating Statement of Financial Position

December 31, 2020

ASSETS

	Families In Transition - Operating	Limited Partnerships	Housing Benefits	Family Outfitters	New Horizons for New Hampshire	Manchester Emergency Housing	New Hampshire Coalition to End Homelessness	Wilson Street Condominium Association	With Donor Restriction	Eliminations	Total
Current assets											
Cash and cash equivalents	$ 1,795,698	$ 45,009	$ 183,157	$ 13,373	$ 596,078	$ 618	$ 174,880	$ 21,395	$ 706,000	$ -	$ 3,536,208
Accounts receivable	207,973	12,652	36,815	-	2,700	-	-	-	-	(192,194)	67,946
Grants and contributions receivable	607,168	-	-	-	1,076,440	7,890	-	-	-	-	1,691,498
Prepaid expenses	24,656	15,093	18,726	-	26,296	394	-	2,588	-	-	87,753
Due from related parties	1,567,121	24,493	156,513	93,673	695,490	-	2,807	-	-	(2,540,097)	-
Other current assets	4,900	17,374	38,672	-	-	-	-	-	-	-	60,946
Total current assets	4,207,516	114,621	433,883	107,046	2,397,004	8,902	177,687	23,983	706,000	(2,732,291)	5,444,351
Replacement reserves	78,891	121,247	279,047	-	-	-	-	33,086	-	-	512,271
Reserve cash designated for properties	66,865	249,054	531,381	-	-	-	-	-	-	-	847,300
Related party notes receivable	1,725,799	-	-	-	-	-	-	-	-	(1,725,799)	-
Accrued interest receivable on related party notes	1,248,852	-	-	-	-	-	-	-	-	(1,248,852)	-
Investments	1,181,187	-	-	-	28,820	-	-	-	25,000	-	1,235,007
Investment in related entities	1,196,347	-	25,051	-	-	-	-	-	-	(1,220,398)	1,000
Property and equipment, net	3,517,593	7,312,634	19,395,631	21,871	4,154,610	1,380	1,485	20,712	-	-	34,425,916
Development in process	207,489	-	-	-	11,346	-	-	-	-	-	218,835
Other assets	-	-	50,000	-	30,638	-	-	-	-	-	80,638
Total assets	$ 13,430,539	$ 7,797,556	$ 20,714,993	$ 128,917	$ 6,622,418	$ 10,282	$ 179,172	$ 77,781	$ 731,000	$ (6,927,340)	$ 42,765,318

LIABILITIES AND NET ASSETS

Current liabilities											
Current portion of long-term debt	$ 105,483	$ 55,392	$ 170,958	$ -	$ 14,076	$ -	$ -	$ -	$ -	$ -	$ 345,909
Accounts payable	109,327	74,618	41,931	803	830,449	1,861	2,256	20,183	-	(192,194)	889,234
Accrued expenses	136,831	781,758	524,710	10,779	49,530	9,827	-	-	-	(1,248,852)	264,583
Due to related parties	843,472	118,419	1,386,125	15,411	6,590	170,006	-	74	-	(2,540,097)	-
Other current liabilities	5,058	21,900	40,530	-	66,450	-	755	-	-	-	134,693
Total current liabilities	1,200,171	1,052,087	2,164,254	26,993	967,095	181,694	3,011	20,257	-	(3,981,143)	1,634,419
Long-term debt, net of current portion and unamortized deferred costs	1,633,073	3,637,088	11,663,664	-	15,752	-	-	-	-	(1,725,799)	15,223,778
Total liabilities	2,833,244	4,689,175	13,827,918	26,993	982,847	181,694	3,011	20,257	-	(5,706,942)	16,858,197
Net assets											
Net assets without donor restrictions - controlling interest	10,597,295	763,586	6,887,075	101,924	5,639,571	(171,412)	176,161	57,524	-	(1,220,398)	22,831,326
Net assets without donor restrictions - noncontrolling interest	-	2,344,795	-	-	-	-	-	-	-	-	2,344,795
Total net assets without donor restriction	10,597,295	3,108,381	6,887,075	101,924	5,639,571	(171,412)	176,161	57,524	-	(1,220,398)	25,176,121
Net assets with donor restrictions	-	-	-	-	-	-	-	-	731,000	-	731,000
Total net assets	10,597,295	3,108,381	6,887,075	101,924	5,639,571	(171,412)	176,161	57,524	731,000	(1,220,398)	25,907,121
Total liabilities and net assets	$ 13,430,539	$ 7,797,556	$ 20,714,993	$ 128,917	$ 6,622,418	$ 10,282	$ 179,172	$ 77,781	$ 731,000	$ (6,927,340)	$ 42,765,318

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FIT/NHNH, INC. AND SUBSIDIARIES

Consolidating Statement of Activities

Year Ended December 31, 2020

	Families In Transition - Operating	Limited Partnerships	Housing Benefits	Family Outfitters	New Horizons for New Hampshire	Manchester Emergency Housing	New Hampshire Coalition to End Homelessness	Wilson Street Condominium Association	Eliminations	Without Donor Restrictions Total	With Donor Restrictions	Total
Revenue and support												
Federal, state and other grant support	$ 3,022,410	$ -	$ 400,648	$ -	$ 1,271,795	$ 224,215	$ -	$ -	$ (601,739)	$ 4,317,329	$ 615,231	$ 4,932,560
CARES Act Grants	1,288,103	-	-	-	2,895,549	-	-	-	-	4,183,652	-	4,183,652
Rental income, net of vacancies	283,138	695,337	1,558,365	-	23,900	2,466	-	77,476	(147,802)	2,492,880	-	2,492,880
Thrift store sales	-	-	-	410,942	-	-	-	-	-	410,942	-	410,942
Public support	2,274,854	-	180,740	100	394,024	119	102,629	-	-	2,952,466	-	2,952,466
Tax credit revenue	-	-	-	-	-	-	-	-	-	-	-	-
Special events	122,475	-	-	-	298,072	-	-	-	-	420,547	-	420,547
Property management fees	957,615	-	-	-	-	-	-	-	(957,615)	-	-	-
Developer fees	121,670	-	-	-	-	-	-	-	-	121,670	-	121,670
VISTA program revenue	-	-	-	-	-	-	-	-	-	-	-	-
Unrealized gain on investments	34,849	-	-	-	68,978	-	-	-	-	103,827	-	103,827
Loss on disposal of assets	(1,362)	-	-	-	-	-	-	-	-	(1,362)	-	(1,362)
Interest income	104,472	1,420	4,761	-	-	-	-	77	(95,892)	14,838	-	14,838
In-kind donations	7,977	-	-	-	1,267	-	-	-	-	9,244	-	9,244
Investment income	-	-	-	-	8,207	-	-	-	-	8,207	-	8,207
Forgiveness of debt	-	-	131,267	-	-	-	-	-	-	131,267	-	131,267
Medicaid reimbursements	488,990	-	-	-	-	-	-	-	-	488,990	-	488,990
Other income	107,679	19,103	96,157	12,478	6,116	32,150	3,530	16,802	(92,150)	201,865	-	201,865
Net assets released from restrictions	363,828	-	-	-	-	-	-	-	-	363,828	(363,828)	-
Total revenue and support	9,176,698	715,860	2,371,938	423,520	4,967,908	258,950	106,159	94,355	(1,895,198)	16,220,190	251,403	16,471,593
Expenses												
Program activities	6,034,654	972,545	2,511,090	478,862	2,135,458	279,417	17,151	94,355	(1,830,710)	10,692,822	-	10,692,822
Fundraising	541,764	-	306,134	-	226,397	-	-	-	-	1,074,295	-	1,074,295
Management and general	847,099	-	130,678	-	273,056	192	-	-	(64,488)	1,186,537	-	1,186,537
Total expenses	7,423,517	972,545	2,947,902	478,862	2,634,911	279,609	17,151	94,355	(1,895,198)	12,953,654	-	12,953,654
Excess (deficiency) of revenue and support over expenses	1,753,181	(256,685)	(575,964)	(55,342)	2,332,997	(20,659)	89,008	-	-	3,266,536	251,403	3,517,939
Capital contributions	-	-	-	-	-	-	-	24,438	-	24,438	-	24,438
Partnership distributions	-	(1,410)	-	-	-	-	-	-	-	(1,410)	-	(1,410)
Change in net assets	$ 1,753,181	$ (258,095)	$ (575,964)	$ (55,342)	$ 2,332,997	$ (20,659)	$ 89,008	$ 24,438	$ -	$ 3,289,564	$ 251,403	$ 3,540,967

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FIT/NHNH, INC. AND SUBSIDIARIES

Consolidating Statement of Functional Expenses

Year Ended December 31, 2020

	Program Activities												
	Families In Transition - Operating	Limited Partnerships	Housing Benefits	Family Outfitters	New Horizons for New Hampshire	Manchester Emergency Housing	New Hampshire Coalition to End Homelessness	Wilson Street Condominium Association	Program Activities Total	Fundraising	Management and General	Eliminations	Total
Salaries and benefits													
Salaries and wages	$ 2,558,139	$ -	$ 665,157	$ 268,372	$ 1,317,006	$ 198,742	$ -	$ -	$ 5,007,416	$ 465,765	$ 683,020	$ -	$ 6,156,201
Employee benefits	295,997	-	88,493	21,134	103,349	18,453	-	-	527,426	49,673	73,234	-	650,333
Payroll taxes	184,481	-	45,065	20,663	89,566	10,804	-	-	350,579	33,444	49,060	-	433,083
Total salaries and benefits	3,038,617	-	798,715	310,169	1,509,921	227,999	-	-	5,885,421	548,882	805,314	-	7,239,617
Advertising	6,290	-	-	19,278	2,711	-	-	-	28,279	2,335	5,749	-	36,363
Bad debts	9,738	18,156	35,700	-	-	-	-	-	63,594	-	-	-	63,594
Bank charges	6,610	1,052	-	6,059	-	-	301	162	14,184	881	7,027	-	22,092
Condominium association fees	-	-	74,029	-	-	-	-	-	74,029	-	-	(58,514)	15,515
Consultants	65,293	-	6,908	2,900	34,370	2,730	-	-	112,201	13,736	18,272	-	144,209
COVID expenses	120,821	-	3,400	1,840	209,733	2,880	-	-	338,674	36,824	52,646	-	428,144
Depreciation	164,519	297,577	581,779	10,101	71,229	204	1,019	536	1,126,964	166,761	88,507	-	1,382,232
Events	-	-	-	741	-	-	9,709	-	10,450	63,921	-	-	74,371
Food	-	-	23,530	-	89,360	43,923	-	-	156,813	-	-	-	156,813
General insurance	28,263	41,652	48,808	1,924	15,164	5,786	809	9,704	152,110	16,826	11,565	-	180,501
Interest expense	44,177	85,389	154,216	494	1,315	-	-	-	285,591	36,525	12,175	(95,892)	238,399
Management fees	83,448	198,841	629,861	-	-	-	-	25,465	937,615	-	-	(937,615)	-
Meals and entertainment	1,275	-	163	138	225	-	-	-	1,801	192	285	-	2,278
Membership dues	9,666	-	-	-	283	-	500	-	10,449	1,289	1,933	-	13,671
Office supplies	40,158	3,175	5,170	8,490	15,051	950	304	-	73,298	6,841	10,075	-	90,214
Operational expenses - other	96,150	-	-	-	60,154	-	-	-	156,304	-	-	-	156,304
Participant expenses	53,310	243	1,242	-	15,242	-	2,000	-	72,037	-	-	-	72,037
Postage	5,887	-	48	8	1,284	-	-	-	7,227	912	1,352	-	9,491
Printing	11,613	-	-	3,112	6,576	-	-	-	21,301	2,198	3,216	-	26,715
Professional fees	54,528	26,028	29,414	4,000	14,242	700	-	3,200	132,112	8,677	42,254	-	183,043
Related entity expenses	1,437,332	(17,525)	(617,856)	38,245	(94,889)	(51,769)	351	-	693,889	-	-	(693,889)	-
Rent	-	-	-	24,800	-	-	-	-	24,800	-	64,488	(89,288)	-
Rental subsidies	285,034	-	-	-	16,076	-	-	-	301,110	-	-	-	301,110
Repairs and maintenance	38,612	89,485	190,511	17,050	67,934	15,300	-	40,686	459,578	56,979	31,988	(20,000)	528,545
Staff development	21,348	-	-	50	1,140	400	1,495	-	24,433	2,959	4,424	-	31,816
Taxes	34,277	74,680	228,226	3,000	-	75	75	-	340,333	-	-	-	340,333
Technology support	114,352	478	6,943	1,376	20,249	4,972	548	158	149,076	17,247	25,620	-	191,943
Telephone	69,989	719	37,466	1,320	8,216	4,064	-	1,636	123,410	10,143	15,114	-	148,667
Travel	19,745	-	-	272	1,360	-	40	-	21,417	2,767	4,134	-	28,318
Utilities	29,427	152,595	254,661	17,984	44,946	14,528	-	12,808	526,949	64,754	26,209	-	617,912
VISTA program	66,785	-	-	-	-	-	-	-	66,785	12,646	-	-	79,431
Workers' compensation	77,390	-	18,156	5,511	23,566	6,675	-	-	131,298	-	18,678	-	149,976
Total expenses	$ 6,034,654	$ 972,545	$ 2,511,090	$ 478,862	$ 2,135,458	$ 279,417	$ 17,151	$ 94,355	$ 12,523,532	$ 1,074,295	$ 1,251,025	$ (1,895,198)	$ 12,953,654

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Families in Transition

Board of Directors

Roy Tilsley, Chair
Bernstein Shur, Shareholder
Board member since 2018

Heather Whitfield, Vice Chair
People's United Bank, Sr. Vice President
Board member since 2018

Frank Saglio, Treasurer
WIPFLI, LLC, Sr. Manager Tax,
Board member since 2018

Kristi Scarpone, Secretary
First, Corporate and Foundation Relations & Field Development Strategy
Board member since 2018

Dick Anagnost, At Large
Anagnost Companies, President
Board member since 2018

Scott W. Ellison, Prior Chair
COOK, LITTLE, ROSENBLATT & MANSON, PLLC, Partner
Board member since 2018

Robert Bartley
Bartley Financial Advisor, President, CPA, CFP
Board member since 2018

Colleen Cone,
Comcast, Vice President, Human Resources
Board member since 2018

Alison Hutcheson
Merchants Fleet, Associate Director Legal
Board member since 2018

AnnMarie French
NH Fiscal Policy Institute, Executive Director
Board member since 2018

Rev.1/1/2022 RS

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Families in Transition

Brian Hansen
Team Engineering, Project Manager
Board member since 2018

Brian Mikol
Spectrum Marketing, Co-Owner
Board member since 2018

Kitten Stearns
Realtor, Coldwell Banker Residential Brokerage
Board member since 2018

Mary Ann Aldrich
Dartmouth Hitchcock, Sr. Advisor Community & Relations, External Affairs
Board member since 2018

Roy Ballentine
Ballentine Partners, LLC, Executive Chairman,
Board member since 2019

Sarah Jacobs
AmeriCorps/Portfolio Managers
Board member since 2018

Sean Leighton
City of Manchester Police Department, Captain
Board member since 2019

Wayne McCormick, CFP
Steward Partners Managing Director Wealth Manager
Board member since 2018

Rev. Gayle Murphy
Minister At Large
Board member since 2020

Michael McCormick
Reporting & Analytics Director/DBG Sales Operations
Board member since 2020

Michael Simoneau
Members First Credit Union, SVP, Community Outreach Officer
Board member since 2021

Rev.1/1/2022 RS

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Families in Transition

Chad Campbell
SilverTech Inc., Director of Strategic Accounts
Board member since 2021

Danielle Pliska
First, Vice President, Finance
Board member since 2021

Robert Bonfiglio
Rise Wealth Management, Co-Founder of Rise Private Wealth Management
Board member since 2021

Melissa Szymanowski
Coca-Cola, Human Resources, Benefits, Risk & Safety, Leadership
Board member since 2021

Stephen Norton
Solution Health, Chief Strategy Officer
Board member since 2021

Susan Harrington
Brewster Academy, Chief Financial Officer
Board member since 2022

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Maria Devlin

Profile

Tenured professional with extensive experience leading teams through building strategies and initiatives to drive high performance. Adept at developing and carrying out a strategic vision, particularly those that require buy-in from internal and external stakeholders. Expertise includes fundraising, change management, organizational leadership, budget management and improving team engagement.

Skills/Expertise

Experienced with Organizational Budgeting Including Revenue & Expense Accountability	Organizational Agility & Complexity Management	Teamwork and Team Building Skills
External Relationships & Partnerships Customer Service Oriented	Face of the organization Mission Focused	Goal Oriented, Leads by Example, Visionary and Focused

Program/Project Management Experience

President & CEO
Families in Transition – New Horizons, Manchester NH 06/2020 - present

The President serves as Chief Executive Officer of Families In Transition-New Horizons and will have overall strategic and operating responsibility for staff, planning, development, management and successful implementation of programs and services, community engagement and execution of strategic objectives and mission of the organization.

- Establishing a vision for community impact that is achieved through the efforts of a diverse team of high-performing leaders,
- Responsible for overseeing the administration of programs to include financial performance and viability, organization mission and strategy, organizational operations, resource development and community impact.

Chief Executive Officer
American Red Cross of NH & VT, Concord, NH 03/2008-05/2020

Responsible for representing the American Red Cross in the community. Focus externally on core mission delivery, fundraising and being the face of the Red Cross for the media, donors and their communities. Responsible for oversight and execution of a $5 million operating budget.

- Created overall strategic planning and oversight for 3 major transitions in Northern New England. Oversight of execution of staff and board integration.
- Lead organizational goals for service delivery, fundraising and external relations – for the past 4 years have met or exceeded key performance indicators and revenue target of **$1.2 – 2.5 million** annually
- Lead dual-state (NH/VT) operations with a team of **24 FTEs plus 1100 volunteers** at multiple locations – in August 2019, began merger with Red Cross of Maine to align staffing, processes, procedures for a new 3-state region
- Build lasting community partnerships with local corporations & groups to ensure mission delivery such as - Installing over **12,000 free smoke alarms** in homes across the two states in 5 years
- Ensure that volunteers, youth and young adults are engaged and retained – **93% of our volunteer workforce is engaged** in providing at least one hour of volunteer time to mission within the last fiscal year

Interim Executive Director
Director of Public Affairs
Children's Alliance of New Hampshire, Concord, NH 01/2007-03/2008

The Children's Alliance (now New Futures Kids Count) advocates, educates and collaborates to improve the health and wellness of NH's residents. Collaborated with Board of Directors on organizational budget, development goals, policy initiatives and organizational values and mission. Responsible for all operations: HR, P&L, Board Development, public policy advocacy initiatives

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Maria Devlin

- **Organized the Children's Advocacy Network** – a diverse group of organizations and individuals – dedicated to improving the life of children and families through legislative and **public policy initiatives, such as statewide kindergarten, statewide children's health insurance, greater access to Children in Need of Services (CHINS) and maintaining access to Supplemental Nutrition Assistance Program (SNAP) benefits**
- Acting as the Interim Executive Director supported by 3 paid staff and a board of directors with 12 members
- Stabilized fundraising, operations and personnel to ensure positive transition to new leadership
- In partnership with the Annie E. Casey Foundation, **created & released the 2007 Kids Count data book for New Hampshire** an annual report which tracks child wellbeing. Data which is used to enrich local and state-level discussions around policy change.

Director of Annual Giving
Southern New Hampshire University, Manchester, NH 10/2003-01/2007

Responsible for increasing annual giving from SNHU alumni, family and friends through personalized outreach, donor relationship building, and targeted fundraising events.

- Successful **$50,000** asks to build stronger scholarship program for students at university, developed moves management plans for donors to increase donor engagement and support
- Managed annual giving program including direct mail, Telefund (connecting with alumni through current students to raise funds via phone calling) leadership and class giving, faculty/staff giving, class gift and related events
- Coordinated all stewardship activities for University President and VP, Development with average gifts **over $15,000**
- Managed stewardship for all scholarship donors with average gift of **over $1,000**

Director of Development & Program Services
Make-A-Wish Foundation of New Hampshire, Manchester, NH 05/1996-10/2003

- Successfully developed, implemented and executed a new volunteer management program to grow active volunteer base **from 100 to over 500 volunteers** throughout the state
- Managed & grew special events fundraising from 15 events annually **to over 160** events grossing **over $1 million** annually
- Managed communications and public relations – created newsletters, managed website, pitched wish stories to media – **increasing the number of families reached to grant over 250 wishes each year.**

Education

Southern New Hampshire University, Manchester, NH
Master of Science, Organizational Leadership

Springfield College, Manchester, NH (satellite)
Master of Science in Human Services, Community Psychology

University of Maine, Orono, ME
Bachelor of Science, Child Development & Family Relations

Additional Certifications and Development

- Certified Personal Trainer, National Academy of Sports Medicine, 2019
- Adult First Aid/CPR/AED-2-year Certification, American Red Cross, 2018
- Leadership of Non-Profit Organizations, Graduate Certificate, Southern New Hampshire University, 2008

Honors & Achievements

- 2015 Community Service Award Winner, Turkish Cultural Center of NH
- 2014 Excellence in Non-Profit Award Recipient from NH Business Review

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Maria Devlin

- 2013 Business Leader of the Year Pinnacle Award Winner, Greater Concord Chamber of Commerce
- 2013 Presenter at the International Disaster Management Exhibition in Istanbul, Turkey
- 2013 Recognized as one of the Top Women-Led Non-Profits by Business NH Magazine

Community

- Women's Resource Group founding member, American Red Cross 3/19-present
- Governor's Council on Diversity and Inclusion, 3/19-present
- Waypoint NH (formerly known as Child & Family Services of NH) Trustee, 1/2015-present
- Volunteer New Hampshire, Board Member 2014-2016
- NH Volunteer Organizations Active in Disaster (NH VOAD), Board Member 2014-2016

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Meghan E. Shea, LICSW, MLADC



OBJECTIVE

Continue to utilize and expand the clinical and management skills have I attained from my professional and academic training to secure a position in a nonprofit setting.

EDUCATION / LICENSURE

Master – Licensed Alcohol and Drug Counselor — **September 2010- Present**

Licensed Independent Clinical Social Worker — **October 22, 2012-Present**

Master of Social Work, University of New Hampshire — **May 2010**
- Graduated with an MSW from the Advanced Standing Program

Bachelor of Art, Social Work, University of New Hampshire — **May 2006**
- Graduated with an BSW with GPA of 3.41

EMPLOYMENT

Vice President, Clinical & Supportive Services
Families in Transition-New Horizons — **December 20th, 2017 – present**
- Receivership-Interim Executive Director of Serenity Place
- Oversees all clinical and supportive services at Families in Transition-New Horizons including emergency shelter, transitional and permanent supportive housing, Intensive Outpatient Services, Outpatient services, Recovery Housing and programming.
- Quality of control of healthcare facilities licensure.
- Oversight of fidelity of evidence based practices and models.
- Oversight of staff competencies and required trainings for best practices across the agency.
- Supervision of agency program managers and housing director.
- Provide clinical supervisor for licensure and certifications.
- Quality control of all billing policies and procedures.

Clinical Director
Families in Transition — **Sept 1st, 2016- December 2017**
- Oversee and manage Sr. Housing Program Manager who supervises the supportive services department with up to 25 staff providing housing (emergency, transitional and permanent) and supportive services with capacity to serve 200 homeless individual and families. Supportive services encompass individual case management, therapy, psycho-educational workshops, pro-social family activities and crisis intervention.
- Oversee the Family Willows Program Manager who supervises 11 clinical staff who conduct co-occurring treatment to women only
- Develop and staff Recovery Housing program and implementation of newest housing and supportive service programming
- Develop and oversight Open Doors outpatient programming for all transitional housing programs of FIT
- Ensure quality programming across Families in Transitions clinical department
- Provide training within the organization and community on substance misuse in NH.
- Administer all program policies and procedure for Families In Transition's various Supportive Service
- Oversight of billing components of all levels of Co-occurring treatment.

Therapist — **January 2014- Present**
Bedford Family Therapy
- Treat a caseload of 15 clients in a private outpatient group practice

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- Utilize various evidence based practices CBT,DBT, and Seeking Safety skills to help clients meet their own individual goals
- Conduct Drug and Alcohol assessments
- Active participant in DWI Offender Program providing mandated outpatient session for individuals coming from the Impaired Drivers Program
- Participate in weekly supervision with other licensed clinicians part of the private group practice.

Clinical & Supportive Service Manager **March 7th, 2016- August 31st,2016**
Families In Transition

- Manage the day to day operations for the Family Willows Substance Use Program including six staff members
- Manage the day to day operations for the Housing program of Families in Transition consisting of over 200 apartment units in New Hampshire.
- Provide clinical and administrative supervision for a total of 14 staff for Families In Transition
- Ensure compliance with budgetary and financial goals.
- Maintain compliance with State, Federal, Accreditation, Contract and Insurance regulations.
- Administer all program policies and procedure for Families In Transition's various Clinical Programs.

Program Manager of the Family Willow Substance Use Treatment Program **September 2014-2016**
Families In Transition

- Manage the day to day operations for the Family Willows Substance Use Program including six staff members
- Transitioned the program from grant funded to billing all commercial insurances
- Increased accessibility of treatment from 86 clients in 2013 to 250 in 2016.
- Provided clinical and administrative oversight of the FW Substance Use Treatment Program
- Carried a caseload of 12-15 individual clients providing co-occurring evidence base therapeutic interventions.
- Facilitated Intensive Outpatient treatment in a group setting on a weekly basis to group of 12 women.
- Provided training and education to staff on clinical intervention and best practices in the group setting.

Therapist **May 2010- September 2014**
Families In Transition

- Facilitated Intensive Outpatient Programing in a group setting daily for up to 12 clients
- Carried a caseload of up to 15 people for individual therapy.
- Provided crisis services for the hotline of Families In Transition
- Conducted Substance Use Disorder Assessments for incoming clients
- Produced treatment plans, progress notes and supporting documentation in a timely manner
- Helped implement new curriculum changes in the treatment programming

MSW Intern **May 2009 to May 2010**
Bedford Counseling – Mental Health Center of Greater Manchester

- Conducted intake interviews for new, adult clients and develop comprehensive psycho-social assessments to include diagnosis and substance use assessments
- Provided psychotherapeutic intervention services to twenty-two individuals using brief treatment and cognitive behavioral interventions
- Attended therapeutic workshops pertaining to dual-diagnosis, behavioral health and client driven treatment planning

Case Manager **June 2006- May 2010**
Families In Transition

- Provided in home case management services to 30 individuals and families to enhance housing stability among the homeless population.
- Provided crisis hotline coverage for all clinical programming of Families In Transition
- Conducted program interviews for the community support program
- Maintained all files with updated documentation, clear and concise progress notes and treatment plans
- Facilitated workshops to help enhance overall wellness to participants of the program
- Collaborated with community partners to increase referral resources

PROFESSIONAL MEMBERSHIPS

Providers Association Board of Directors-Vice President of Treatment **July 2014 to Present**
NH Alcohol & Drug Abuse Counselors Association **January 2012 to Present**
Member of the Manchester Substance Use Collaborative **March 2012 to Present**

PRESENTATIONS

NH Association for infant mental health workshop Helping Parents Be Parents:
Addressing Substance Use and Trauma in a Family System- Loon Mountain June 2015

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Providers Association: Addressing Substance Misuse in the Home Environment March 31st,2016 at Wentworth Douglas Hospital in Dover, NH

REFERENCES – AVAILABLE UPON REQUEST

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Sarah Bernier, LICSW, MLADC

Skills

Crisis intervention, individual therapy, community outreach, treatment planning, cognitive behavioral therapy, acceptance commitment therapy and motivational interviewing interventions.

Education

Masters in Social Work, May 2012
University of New Hampshire, Manchester NH

Bachelor's Degree in Social Work and Counseling, Completed May 2009
Franklin Pierce University, Rindge NH, GPA 3.78

- Alpha Chi, (2009)
- High Honors in Social Work (Franklin Pierce 2009)
- Outstanding Senior in Social Work Award (Franklin Pierce 2009)

Experience

Counselor / Behavioral Health Consultant, Manchester Community Health Center, Manchester
February 2015-Present

- Facilitates and organizes the medication assisted treatment program
- Serves as a behavioral health consultant in the clinic working directly with providers to assess and create plans of care for patients with substance use and mental health needs.
- Connecting patients to resources and services
- Individual clinical caseload of adolescents and adult patients
- Supervising clinical notes for the medication assisted treatment program

PREP Coordinator, Child Health Services, Manchester, NH
May 2012-Present

- Facilitates, coordinates, recruits and retains adolescent teen girls in an evidence-based, sexual health group.
- Mental health counseling with teens; including wrap around case management with clients on caseload.
- Community outreach to promote medical homes

Advanced Clinical Intern, Cynthia Day Family Center, Nashua, August 2011-May 2012

- Providing direct support to women and children in recovery
- Delivered clinical social work skills with clients on caseload
- Completed evidenced-based groups: *Nurturing Parenting* and *Thinking*

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for a Change, Seeking Safety
- Completed bio-psychosocial assessments, mental health assessments, and Alcohol Severity Index (ASI) with clients

Intern, Teen Health Clinic, Manchester, NH
August 2010-May 2011
- Met with patients and assess social service needs
- Made referrals for patients to community resources
- Group work, outreach, and program development

Per Diem Residential Counselor, Brigids Crossing,
Lowell, MA 2010-Jan 2012
- Supervising adolescent girls with their children in a residential setting
- Completing daily tasks set up by the program
- Encouraging independent living skills

Intern, Court Appointed Special Advocates, Keene, NH
2008-2009, 2010
- Organized Paperwork and Mail & Resource Cabinet
- Represented Child in Court including Monthly Visits with Child

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Stacey Beeley

[redacted]

Authorized to work in the US for any employer

Work Experience

Clinical Team Lead

Caregiver Homes - Lawrence, MA
February 2019 to Present

- Provide coaching and support to Care Teams to manage risk related to population, track and respond to changes and identify the need for active at-risk case management
- Provide oversight to Care Teams to ensure compliance with documentation standards required through NCQA and Mass Health guidelines and regulations
- Manage and track program admissions/discharges, quality improvement initiatives and KPI metrics
- Facilitated statewide workgroups designed to improve Consumer and Caregiver experiences, internal and external reporting guidelines and ensure branch efficiencies
- Led internal branch trainings on documentation, navigating technological challenges, developing goals/care plans
- Continue to manage Care Manager activities listed below

Care Manger

Caregiver Homes - Lawrence, MA
2015 to Present

- Assess individuals to ascertain Consumer health status and suitability for Mass Health Adult Foster Care program
- Facilitate Consumer and Caregiver engagement with appropriate community resources to address identified problems or issues
- Assist Consumer and Caregivers in identifying needs and developing person-centered plans of care
- Conduct regular home visits to monitor the health and well-being of Consumers and Caregivers
- Providing education, support and coaching to both family and non-family Caregivers
- Communicates with all team members and outside service providers to ensure coordination of care
- Facilitated complex case management to culturally diverse population
- Offered support and guidance to new team members as a Preceptor

Parent Educator Home Visitor

Waypoint NH - Nashua, NH
2010 to 2015

- Provide early, intensive and comprehensive child development, case management, infant/parent relationship and family support through in-home services for Medicaid-eligible pregnant women and their infants to enhance physical, social, emotional, and intellectual development
- Deliver health, educational, nutritional, and child growth and development information to parents while facilitating positive interactions via weekly home visits

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Education

Bachelor of Arts in Social Work
University of New Hampshire Durham - Durham, NH
2004

Skills

- Crisis Intervention
- Case Management
- NCQA Standards
- Behavioral Health
- Leadership
- Organizational skills
- Quality audits
- Microsoft Excel

Assessments

Verbal communication — Expert
June 2019

Speaking clearly, correctly, and concisely
Full results: Expert

Electronic health records: Best practices — Highly Proficient
March 2021

Knowledge of EHR data, associated privacy regulations, and best practices for EHR use
Full results: Highly Proficient

Attention to detail — Highly Proficient
March 2021

Identifying differences in materials, following instructions, and detecting details among distracting information
Full results: Highly Proficient

Case management & social work — Highly Proficient
March 2021

Prioritizing case tasks, gathering information, and providing services without judgment
Full results: Highly Proficient

Supervisory skills: Motivating & assessing employees — Expert
March 2021

Motivating others to achieve objectives and identifying improvements or corrective actions
Full results: Expert

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FIT/NHNH, Inc

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Maria Devlin	President/CEO	183,600	0%	-
Meghan Shea	Chief Programs Officer	105,000	10%	10,500
Sarah Bernier	Director, SUD Services	90,000	100%	90,000
TBD	Program Manager, Willows	75,982	50%	37,991
Stacey Beeley	Recovery Housing Operations Mgr.	57,000	50%	28,500

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

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

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

September 15, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into contracts with the Contractors listed below in an amount not to exceed $11,475,254 for Substance Use Disorder Treatment and Recovery Support Services, with the option to renew for up to four (4) additional years, effective upon Governor and Council approval through September 29, 2023. 66.56% Federal Funds. 14.00% General Funds. 19.44% Other Funds (Governor's Commission).

Contractor Name	Vendor Code	Area Served	Contract Amount
Belonging Medical Group, PLLC	334662-B001	Statewide	$562,794
Bridge Street Recovery, LLC	341988-B001	Statewide	$1,261,744
The Cheshire Medical Center	155405-B001	Statewide	$413,728
Dismas Home of New Hampshire, Inc.	290061-B001	Statewide	$651,316
FIT/NHNH, Inc.	157730-B001	Statewide	$2,216,432
Grafton County New Hampshire	177397-B003	Statewide	$464,325
Headrest	175226-B001	Statewide	$527,907
Hope on Haven Hill, Inc.	275119-B001	Statewide	$781,009
Manchester Alcoholism Rehabilitation Center	177204-B001	Statewide	$3,801,533
South Eastern New Hampshire Alcohol and Drug Abuse Services	155292-B001	Statewide	$794,466
		Total:	**$11,475,254**

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Funds are available in the following accounts for State Fiscal Years 2022 and 2023, and are anticipated to be available in State Fiscal Year 2024, 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.

See attached fiscal details.

EXPLANATION

The purpose of this request is to provide Substance Use Disorder Treatment and Recovery Supports Services statewide to New Hampshire residents who have income below 400% of the Federal Poverty Level, and are uninsured or underinsured.

The Contractors will provide statewide access to an array of treatment services, including individual and group outpatient services; intensive outpatient services; partial hospitalization; ambulatory withdrawal management services; transitional living services; high and low intensity residential treatment services; specialty residential services; and integrated medication assisted treatment. The Contractors will ensure individuals with a substance use disorder receive the appropriate type of treatment and have access to continued and expanded levels of care, which will increase the ability of individuals to achieve and maintain recovery. The Contractors will also assist eligible individuals with enrolling in Medicaid while receiving treatment, and the Department will serve as the payer of last resort.

Approximately 7,000 individuals will receive services over the next two years.

The Department will monitor services through monthly, quarterly, and annual reporting to ensure the Contractors:

- Provide services that reduce the negative impacts of substance misuse.
- Make continuing care, transfer and discharge decisions based on American Society of Addiction Medicine (ASAM) criteria.
- Treat individuals using Evidence Based Practices and follow best practices.
- Achieve initiation, engagement, and retention goals as required by the Department.

The Department selected the Contractors through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from July 20, 2021 through August 19, 2021. The Department received twelve (12) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached. This request represents ten (10) of twelve (12) contracts for Substance Use Disorder Treatment and Recovery Supports Services. The Department anticipates presenting two (2) additional contracts at a future Governor and Executive Council meeting for approval.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions of the attached agreements, the parties have the option to extend the agreements 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, individuals in need of Substance Use Disorder Treatment and Recovery Supports Services may not receive the treatment, tools, and education required to enhance and sustain recovery that, in some cases, prevents untimely deaths.

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Source of Federal Funds: Substance Abuse Prevention and Treatment Block Grant, CFDA 93.959 FAIN TI083464 and State Opioid Response Grant, CFDA # 93.788, FAIN TI083326.

In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

DocuSigned by:
Lori A. Weaver
4C4A92094125473...

Lori A. Shibinette
Commissioner

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05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Belonging Medical Group 334662-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$69,199
2023	102-500731	Contracts for Prog Svc	$89,961
2024	102-500731	Contracts for Prog Svc	$21,261
Sub-total			$180,421

Bridge Street Recovery, LLC 341988-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$136,979
2023	102-500731	Contracts for Prog Svc	$188,928
2024	102-500731	Contracts for Prog Svc	$40,498
Sub-total			$366,405

Center/Dartmouth Hitchcock Keene 155405-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$60,015
2023	102-500731	Contracts for Prog Svc	$59,496
2024	102-500731	Contracts for Prog Svc	$13,122
Sub-total			$132,633

CC of Nashua/Greater Nashua Mental Health | 154112-B001 | PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$0
2023	102-500731	Contracts for Prog Svc	$0
2024	102-500731	Contracts for Prog Svc	$0
Sub-total			$0

Dismas Home | 290061-B001 | PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$43,044
2023	102-500731	Contracts for Prog Svc	$62,909
2024	102-500731	Contracts for Prog Svc	$13,981
Sub-total			$119,934

Families in Transition | 157730-B001 | PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$196,022
2023	102-500731	Contracts for Prog Svc	$271,691
2024	102-500731	Contracts for Prog Svc	$58,106
Sub-total			$525,818

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Grafton Cty 177397-B003 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$64,632
2023	102-500731	Contracts for Prog Svc	$69,395
2024	102-500731	Contracts for Prog Svc	$14,827
Sub-total			$148,854

Harbor Care 166574-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$0
2023	102-500731	Contracts for Prog Svc	$0
2024	102-500731	Contracts for Prog Svc	$0
Sub-total			$0

Headrest, Inc. 175226-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$26,063
2023	102-500731	Contracts for Prog Svc	$43,918
2024	102-500731	Contracts for Prog Svc	$10,390
Sub-total			$80,372

Hope on Haven Hill 275119-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$49,152
2023	102-500731	Contracts for Prog Svc	$51,320
2024	102-500731	Contracts for Prog Svc	$10,965
Sub-total			$111,437

Manchester Alcohol Rehab Center, Easter Seals, Farnum Center — 177204-B001 — PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$166,941
2023	102-500731	Contracts for Prog Svc	$234,977
2024	102-500731	Contracts for Prog Svc	$50,208
Sub-total			$452,125

Southeastern NH Alcohol & Drug Abuse Services — 155292-B001 — PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$34,142
2023	102-500731	Contracts for Prog Svc	$36,020
2024	102-500731	Contracts for Prog Svc	$7,696
Sub-total			$77,858
SUB TOTAL GOV COMM			$2,195,857

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05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (66% FEDERAL FUNDS 34% GENERAL FUNDS)

Belonging Medical Group

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$146,657
2023	102-500731	Contracts for Prog Svc	$190,658
2024	102-500731	Contracts for Prog Svc	$45,059
Sub-total			$382,373

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$290,305
2023	102-500731	Contracts for Prog Svc	$400,404
2024	102-500731	Contracts for Prog Svc	$85,829
Sub-total			$776,539

Center/Dartmouth Hitchcock Keene

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$127,193
2023	102-500731	Contracts for Prog Svc	$126,092
2024	102-500731	Contracts for Prog Svc	$27,811
Sub-total			$281,095

CC of Nashua/Greater Nashua
Mental Health

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$0
2023	102-500731	Contracts for Prog Svc	$0
2024	102-500731	Contracts for Prog Svc	$0
Sub-total			$0

Dismas Home

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$91,226
2023	102-500731	Contracts for Prog Svc	$133,325
2024	102-500731	Contracts for Prog Svc	$29,631
Sub-total			$254,182

Families in Transition

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$415,437
2023	102-500731	Contracts for Prog Svc	$575,805
2024	102-500731	Contracts for Prog Svc	$123,147
Sub-total			$1,114,389

Grafton Cty

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$136,977
2023	102-500731	Contracts for Prog Svc	$147,071
2024	102-500731	Contracts for Prog Svc	$31,424
Sub-total			$315,471

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Harbor Care

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$0
2023	102-500731	Contracts for Prog Svc	$0
2024	102-500731	Contracts for Prog Svc	$0
Sub-total			$0

Headrest, Inc.

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$55,237
2023	102-500731	Contracts for Prog Svc	$93,078
2024	102-500731	Contracts for Prog Svc	$22,021
Sub-total			$170,335

Hope on Haven Hill

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$104,169
2023	102-500731	Contracts for Prog Svc	$108,764
2024	102-500731	Contracts for Prog Svc	$23,239
Sub-total			$236,172

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Manchester Alcohol Rehab Center,
Easter Seals, Famum Center

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$353,805
2023	102-500731	Contracts for Prog Svc	$497,996
2024	102-500731	Contracts for Prog Svc	$106,407
Sub-total			$958,208

Southeastern NH Alcohol & Drug
Abuse Services

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$72,359
2023	102-500731	Contracts for Prog Svc	$76,338
2024	102-500731	Contracts for Prog Svc	$16,311
Sub-total			$165,008
SUB TOTAL CLINICAL			$4,653,772

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05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% FEDERAL FUNDS) funding ends 9/29/22.

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$88,800
2023	102-500731	Contracts for Prog Svc	$30,000
Sub-total			$118,800

Dismas Home

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$207,200
2023	102-500731	Contracts for Prog Svc	$70,000
Sub-total			$277,200

Families in Transition

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$432,900
2023	102-500731	Contracts for Prog Svc	$143,325
Sub-total			$576,225

Harbor Care

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$0
2023	102-500731	Contracts for Prog Svc	$0
Sub-total			$0

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Headrest, Inc.

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$207,200
2023	102-500731	Contracts for Prog Svc	$70,000
Sub-total			$277,200

Hope on Haven Hill

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$325,600
2023	102-500731	Contracts for Prog Svc	$107,800
Sub-total			$433,400

Manchester Alcohol Rehab Center, Easter Seals, Famum Center

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$1,793,400
2023	102-500731	Contracts for Prog Svc	$597,800
Sub-total			$2,391,200

Southeastern NH Alcohol & Drug Abuse Services

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$414,400
2023	102-500731	Contracts for Prog Svc	$137,200
Sub-total			$551,600
SUB TOTAL SOR			$4,625,625
Grand Total All			$11,475,254

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New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RFP-2022-BDAS-01-SUBST

Project Title Substance Use Disorder Treatment and Recovery Support Services

	Maximum Points Available	Belonging Medical Group, PLLC	Bridge Street Recovery, LLC	Cheshire Medical Center	Dismas Home of New Hampshire, Inc.	Manchester Alcoholism Rehabilitation Center	FIT/NHNH, Inc.	Grafton County New Hampshire	Community Council of Nashua, N.H. d/b/a Greater Nashua Mental Health	Harbor Home	Headrest	Hope on Haven Hill, Inc.	South Eastern New Hampshire Alcohol & Drug Abuse Services
Technical													
Qualifications (Q1)	50	40	25	47	37	50	50	43	48	50	50	50	50
Experience (Q2)	50	45	25	48	35	45	50	45	50	50	50	45	48
ASAM (Q3)	20	20	11	8	20	15	20	10	20	20	9	20	20
Knowledge (Q4)	20	20	13	5	20	13	20	15	20	20	10	20	18
Samples (Q5)	30	15	7	8	23	21	14	21	12	8	7	14	8
Collaboration & Wraparound (Q6)	45	45	25	15	45	24	45	37	40	45	40	40	20
Staffing Plan (Q7)	15	13	13	4	10	12	13	13	13	13	10	14	4
Subtotal - Technical	**230**	**198**	**119**	**135**	**190**	**180**	**212**	**184**	**203**	**206**	**176**	**203**	**168**
Cost													
4.2.1.1. Budget Sheet	70	63	30	63	63	48	60	63	60	68	58	65	62
4.2.1.2. Staff List	30	25	29	25	25	28	28	30	25	25	28	30	28
Subtotal - Cost	**100**	**88**	**59**	**88**	**88**	**76**	**88**	**93**	**85**	**93**	**86**	**95**	**90**
TOTAL POINTS	**330**	**286**	**178**	**223**	**278**	**256**	**300**	**277**	**288**	**299**	**262**	**298**	**258**

	Reviewer Name	Title
1	Sara Cleveland	
2	Paula Holigan	
3	Laurie Heath	
4		
5		

FORM NUMBER P-37 (version 12/11/2019)

Subject: Substance Use Disorder Treatment and Recovery Support Services - (RFP-2022-BDAS-01-SUBST-06)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name FIT/NHNH, INC		1.4 Contractor Address 122 Market St. Manchester, NH 03101	
1.5 Contractor Phone Number (603) 641-9441	1.6 Account Number 010-95-92-920510-33820000 010-95-92-920510-33840000 010-95-92-920510-70400000	1.7 Completion Date September 29, 2023	1.8 Price Limitation $2,216,432
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: Maria Devlin A533172B74E140C...	9/14/2021 Date:	1.12 Name and Title of Contractor Signatory Maria Devlin President & CEO	
1.13 State Agency Signature DocuSigned by: Katja Fox ED9005B04C03442...	9/14/2021 Date:	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: J. Christopher Marshall D58D458E80D4403...		On: 9/14/2021	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS MD
Date 9/14/2021

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 MD

Date 9/14/2021

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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 omissions of the

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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.

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Contractor Initials MD

Date 9/14/2021

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT A

Revisions to Standard Agreement 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 9, Termination, subparagraph 9.1 is amended as follows:

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. The Contractor may, at its sole discretion, terminate the Agreement or terminate the operations of a particular Service identified in Exhibit B, for any reason, in whole or in part, by a minimum of 30 day written notice to the State that the Contractor is exercising its option to terminate the Agreement or Service. Notwithstanding the foregoing, the Parties agree that the contract will not terminate until such time as all individuals have been successfully transitioned.

1.3. 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.

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall provide Substance Use Disorder (SUD) Treatment and Recovery Support Services that assist individuals with:

1.1.1. Stopping or reducing substance misuse;

1.1.2. Improving physical and mental health and social function; and

1.1.3. Reducing risk for recurrence of substance misuse.

1.2. Resiliency and Recovery Oriented Systems of Care (RROSC)

1.2.1. The Contractor shall ensure SUD Treatment and Recovery Support Services are available to eligible individuals, regardless of where the individual lives or works in New Hampshire. The Contractor shall:

1.2.1.1. Provide treatment services that support the RROSC by operationalizing the Continuum of Care Model.

1.2.1.2. Ensure all services:

1.2.1.2.1. Focus on strengths and resilience of individuals and families;

1.2.1.2.2. Are culturally sensitive and relevant to the diversity of individuals served;

1.2.1.2.3. Promote person-centered and self-directed approaches to care; and

1.2.1.2.4. Are trauma informed and designed to acknowledge the impact of violence and trauma on individuals' lives and the importance of addressing trauma in treatment.

1.3. The Contractor shall comply with all requirements in Exhibit B-1, Operational Requirements, as applicable.

1.4. For the purposes of this agreement, all references to business days shall mean Monday through Friday and excluding state and federal holidays.

1.5. For the purposes of this agreement, all references to calendar days shall mean Monday through Sunday, including state and federal holidays.

1.6. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8:00 AM to 5:00 PM, excluding state and federal holidays.

2. Population Served

2.1. The Contractor shall provide services to individuals who:

2.1.1. Have income below 400% of the Federal Poverty Level;

2.1.2. Are residents of New Hampshire or experiencing homelessness in New Hampshire; and

2.1.3. Are determined positive for SUD with a clinical diagnosis by a Licensed or Unlicensed Counselor.

2.2. The Contractor shall ensure consent for services is obtained prior to providing services, in accordance with 42 CFR Part 2, from:

2.2.1. The individuals who are aged 12 years and older; or

2.2.2. The parent or legal guarding of an individual who is less than 12 years of age.

2.3. The Contractor shall ensure individuals under 18 years of age are not denied services due to:

2.3.1. The parent's inability and/or unwillingness to pay the fee(s); or

2.3.2. The minor's decision to receive confidential services pursuant to New Hampshire Revised Statutes Annotated (RSA) 318-B:12-a.

2.4. The Contractor shall provide services to eligible individuals who:

2.4.1. Receive Medication Assisted Treatment (MAT) services from other providers, including the individual's primary care provider;

2.4.2. Have co-occurring mental health disorders; or

2.4.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

2.5. The Contractor shall enroll eligible individuals for services in order of the priority described below:

2.5.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48-hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:

2.5.1.1. Contact with the Doorway of the individual's choice to connect the individual with SUD treatment services and document actions taken;

2.5.1.2. Assist individuals who refuse referral services offered through the Doorway with identifying alternative providers and

accessing services with these providers, which includes referrals for prenatal care and actively reaching out to identify providers on the behalf of the individual; and

2.5.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor's agency or an alternative provider. The Contractor shall ensure interim services include:

2.5.1.3.1. A minimum of one 60-minute individual or group outpatient session per week or;

2.5.1.3.2. Recovery support services as needed by the individual; or

2.5.1.3.3. Daily calls to the individual to assess and respond to any emergent needs.

2.5.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose in the 14 days prior to screening or in the period between screening and admission to the program.

2.5.3. Individuals with a history of injection drug use, including the provision of interim services within 14 days. If the Contractor is unable to admit an individual with a history of injection drug use within 14 days of the individual applying for services, the Contractor shall provide and document interim services until the appropriate level of care becomes available at either the Contractor's agency or an alternative provider.

2.5.4. Individuals with substance use and co-occurring mental health disorders;

2.5.5. Individuals with current Opioid Use Disorders or Stimulant Use Disorders;

2.5.6. Veterans with SUD;

2.5.7. Individuals with SUD who are involved with the criminal justice and/or child protection system; and

2.5.8. Individuals who require priority admission at the request of the Department.

3. Scope of Services

3.1. Clinical Services

3.1.1. The Contractor shall adhere to a clinical care manual that includes policies and procedures related to all clinical services provided.

3.1.2. The Contractor shall develop and implement written policies and procedures governing its operation and all services provided through

this Agreement. The Contractor shall ensure staff are trained on all policies and procedures, which are reviewed and revised annually.

3.1.3. The Contractor shall provide the following SUD treatment services to eligible individuals:

3.1.3.1. The Contractor shall provide Individual Outpatient Treatment as defined as American Society of Addiction Medicine **(ASAM) Criteria, Level 1**. The Contractor shall ensure outpatient treatment services assist individuals achieve treatment objectives through the exploration of SUDs and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision-making with regard to alcohol and other drug related problems.

3.1.3.2. The Contractor shall provide Group Outpatient Treatment as defined as **ASAM Criteria, Level 1**. The Contractor shall ensure outpatient treatment services assist a group of individuals achieve treatment objectives through the exploration of SUDs and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

3.1.3.3. The Contractor shall provide Intensive Outpatient Treatment as defined as **ASAM Criteria, Level 2.1**. The Contractor shall ensure:

3.1.3.3.1. Intensive outpatient treatment services provide intensive and structured individual and group SUD treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services;

3.1.3.3.2. Services for adults are provided for a minimum of (9) hours a week; and

3.1.3.3.3. Services for adolescents are provided for a minimum of six (6) hours a week.

3.1.3.4. The Contractor shall provide **Transitional Living Services,** which are residential SUD treatment services according to an individualized treatment plan designed to support individuals as they transition back into the community. Transitional Living Services are not defined by ASAM. The Contractor shall ensure:

3.1.3.4.1. Transitional living services include a minimum of three (3) hours of clinical services per week, of which a minimum of one (1) hour shall be delivered by a NH Licensed Counselor or unlicensed Counselor working under the supervision of a NH Licensed Supervisor; and

3.1.3.4.2. The remaining hours are delivered by a NH Certified Recovery Support Worker (CRSW) working under a NH Licensed Supervisor or a Licensed Counselor; and

3.1.3.4.3. The maximum length of stay is six (6) months, during which time adult residents who work in the community may be required to pay a portion of room and board.

3.1.4. The Contractor shall provide clinical services separately for adolescents and adults, unless otherwise approved by the Department. The Contractor shall ensure:

3.1.4.1. Adolescents and adults do not share the same residency space; and

3.1.4.2. Communal spaces such as kitchens, group rooms, and recreation are shared at separate times.

3.1.5. The Contractor shall ensure all residential programs maintain a daily shift change log documenting significant events and client behavior of which subsequent shift should be made aware.

3.2. Recovery Support Services

3.2.1. The Contractor shall provide recovery support services that remove barriers to an individual's participation in treatment or recovery or reduce or remove threats to an individual maintaining participation in treatment and/or recovery. The Contractor shall:

3.2.1.1. Provide individual or group **Intensive Case Management** in accordance with SAMHSA TIP 27: Comprehensive Case Management for Substance Abuse Treatment.

3.3. Interim Services

3.3.1. The Contractor shall provide interim services to all individuals waiting for clinical services. The Contractor shall ensure Interim Services include, but are not limited to:

3.3.1.1. Counseling and education about HIV and TB, the risks of needle sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV

and TB transmission does not occur.

3.3.1.2. Referral for HIV or TB treatment services, if necessary.

3.3.1.3. Individual and/or group counseling on the effects of alcohol and other drug use.

3.4. Infectious Diseases

3.4.1. *Oral Fluid HIV Testing*

3.4.1.1. The Contractor shall administer rapid, on-site, same-day, oral fluid HIV testing as a routine component of SUD treatment for all individuals receiving services, except in those cases where an individual is being served solely via telehealth.

3.4.1.2. If testing is not possible at the time of admission, the Contractor shall administer testing within 48 hours from admission for residential services or at the time of the second session for outpatient services.

3.4.1.3. The Contractor shall conduct an HIV/AIDS screening upon an individual's admission to treatment. The Contractor shall ensure the screening includes:

3.4.1.3.1. The provision of information;

3.4.1.3.2. Risk assessment; and

3.4.1.3.3. Intervention and risk reduction education.

3.4.1.4. In cases where oral fluid HIV testing yields a positive result, the Contractor shall:

3.4.1.4.1. Complete and submit appropriate disease reporting forms to the Department within 72 hours of preliminary diagnoses, in accordance with New Hampshire Administrative Rule He-P 301.

3.4.1.4.2. Assist the Department's Infectious Disease Prevention, Investigation and Care Services Section staff connecting with individuals for the purpose of eliciting, identifying and locating information on sexual or needle sharing partners.

3.4.1.4.3. Link individuals to medical care and counseling services.

3.4.1.5. If an individual refuses to be tested for HIV or refuses to share the results with the Contractor, the Contractor shall:

3.4.1.5.1. Confirm the individual is still eligible to receive services funded through this Agreement; and

3.4.1.5.2. Clearly document the refusal in the individual's file.

3.4.1.6. If an individual receives an HIV test from an alternate provider, the Contractor shall:

3.4.1.6.1. Clearly document the date, location and provider of the HIV test; and

3.4.1.6.2. Ensure follow-up services were provided as appropriate.

3.4.1.7. The Contractor shall ensure all State reporting requirements are met while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.

3.4.1.8. The Contractor shall report all individuals with a positive HIV result, as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.

3.4.2. *Tuberculosis*

3.4.2.1. The Contractor shall directly, or through arrangements with other public or non-profit private entities, routinely make the following tuberculosis services available to each individual receiving SUD treatment services:

3.4.2.1.1. Counseling with respect to TB.

3.4.2.1.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.

3.4.2.1.3. Providing for or referring the individuals infected by mycobacteria TB for appropriate medical evaluation and treatment.

3.4.2.2. The Contractor shall refer individuals, who are denied admission to the program on the basis of lack of capacity, to other providers of TB services.

3.4.2.3. The Contractor shall implement infection control procedures consistent with procedures established by the Department to prevent the transmission of TB, which include:

3.4.2.3.1. Screening patients and identifying individuals who are at high risk of becoming infected.

3.4.2.3.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.

3.4.2.3.3. Providing case management to ensure individuals receive services.

3.4.2.4. The Contractor shall report all individuals with active TB, as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.

3.5. Eligibility and Intake

3.5.1. The Contractor shall determine eligibility for services for individuals requesting SUD or recovery support services. The Contractor shall:

3.5.1.1. Assess each individual's income prior to admission using the Web Information Technology System (WITS) fee determination model; and

3.5.1.2. Ensure the individual signs the income assessment upon admission to treatment.

3.5.2. The Contractor shall update income information for all eligible individuals receiving services. The Contractor shall:

3.5.2.1. Ensure updates are completed at a minimum interval of every four (4) weeks;

3.5.2.2. Document each inquiry in the individual's service record using the WITS fee determination model; and

3.5.2.3. Ensure the individual receiving services signs each updated income assessment.

3.5.3. The Contractor shall complete an intake screening for all eligible individuals requesting services. The Contractor shall:

3.5.3.1. Communicate directly with the individual within two (2) business days from the date the individual initially contacts the Contractor for services. The Contractor shall ensure communication includes:

3.5.3.1.1. Face-to-face, in person;

3.5.3.1.2. Face-to-face, virtually and/or electronically; or

3.5.3.1.3. By telephone.

3.5.3.2. Complete an initial intake screening for the individual within two (2) business days from the date of the first direct contact, utilizing the WITS Social Detox Screen or another Department-approved tool, and document the results in

WITS, to determine:

3.5.3.2.1. The probability of eligibility for services under this Agreement; and

3.5.3.2.2. The probability of the individual having a substance use disorder.

3.5.3.3. Ensure all attempts to contact the individual are documented in the individual record or call log.

3.6. Clinical Evaluation

3.6.1. The Contractor shall use clinical evaluations conducted and completed by a NH Licensed or Unlicensed Counselor that include DSM 5 Diagnostic information and a recommendation for a level of care based on the ASAM Criteria published in October 2013 (ASAM Criteria), from a referring agency, conducted and completed less than 30 days prior to the individual's admission to the Contractor's SUD treatment program.

3.6.2. The Contractor shall ensure any changes to ASAM dimensions that occurred after the completion of the accepted evaluation from the referring agency are recorded in the individual's record within three (3) days after admission to residential treatment or three (3) sessions for any outpatient levels of care, whichever is later.

3.6.3. The Contractor shall complete a new clinical evaluation for the individual if:

3.6.3.1. More than 30 days have passed since the referring provider completed the evaluation;

3.6.3.2. The evaluation was conducted and completed by someone other than a NH Licensed or Unlicensed Counselor;

3.6.3.3. The evaluation did not include DSM 5 Diagnostic information and a recommendation for a specific level of care based on the ASAM Criteria; or

3.6.3.4. An individual presents without a completed evaluation.

3.6.4. The Contractor shall assist individuals with accessing an evaluation through their local Doorway, or other appropriate provider, if the Contractor is unable to complete the evaluation prior to admission due to geographic or other barriers.

3.6.5. The Contractor shall ensure the new evaluation is:

3.6.5.1. Completed within three (3) days after admission to residential treatment or three (3) sessions for any outpatient level of care, whichever is later, and

3.6.5.2. Conducted and completed by a NH Licensed or Unlicensed Counselor; utilizing CONTINUUM or an approved alternative assessment tool, provided by the Department, which includes DSM 5 Diagnostic information and recommendation for a specific level of care based on the ASAM Criteria.

3.6.6. The Contractor shall provide SUD treatment services, to eligible individuals, for the appropriate ASAM level of care, as indicated by the individual's clinical evaluation unless:

3.6.6.1. The individual chooses to receive a service with a lower intensity ASAM level of care; or

3.6.6.2. The service with the indicated ASAM level of care is unavailable at the time the level of care is determined; in which case the individual may choose:

3.6.6.2.1. A service with a lower Intensity ASAM level of care;

3.6.6.2.2. A service with the next available higher intensity ASAM level of care;

3.6.6.2.3. To be placed on the waitlist until their service with the assessed ASAM level of care becomes available; or

3.6.6.2.4. To be referred to another agency in the individual's service area that provides the service with the indicated ASAM level of care.

3.6.7. The Contractor shall ensure, if the clinically appropriate level of care is available and an individual is admitted to a level of care other than what is recommended by the clinical evaluation, the reasoning for the admittance will be clinically justified using ASAM Criteria and be documented in the individual's record prior to admission.

3.7. Waitlists

3.7.1. The Contractor shall maintain a waitlist for all individuals and all SUD treatment services regardless of payor source.

3.7.2. The Contractor shall track the wait time for individuals to receive services from the date of initial contact to the date the individual first received SUD services, other than the evaluation in Subsection 2.11.

3.7.3. The Contractor shall provide monthly reports to the Department detailing:

3.7.3.1. The average wait time for all individuals, by the type of

service and payer source for all services; and

3.7.3.2. The average wait time for priority populations, as listed in Subsection 2.5, by the type of service and payer source for the services.

3.8. Assistance Enrolling in Insurance Programs

3.8.1. The Contractor shall assist individuals who are unable to secure the financial resources necessary for initial entry into the SUD treatment program, and/or their parents or legal guardians, obtain other potential sources for payment, within 14 days after admission, which may include, but is not limited to enrollment in:

3.8.1.1. Public insurance.

3.8.1.2. Private insurance.

3.8.1.3. New Hampshire Medicaid programs.

3.8.2. The Contractor shall document assistance provided with securing financial resources or the individuals' refusal of assistance in the individual's service record.

3.9. Use of Evidence-Based Practices

3.9.1. The Contractor shall ensure all services in this Agreement are provided:

3.9.1.1. Using evidence-based practices; as demonstrated by meeting one of the following criteria:

3.9.1.1.1. The service is included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center.

3.9.1.1.2. The service is published in a peer-reviewed journal and has been found to have positive effects; or

3.9.1.1.3. The service is based on a theoretical perspective that has validated research.

3.9.1.2. In accordance with:

3.9.1.2.1. ASAM Criteria;

3.9.1.2.2. Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs); and

3.9.1.2.3. SAMHSA Technical Assistance Publications (TAPs).

3.9.2. The Contractor shall assess all individuals for risk of self-harm at all phases of treatment, including:

3.9.2.1. Initial contact;

3.9.2.2. Screening;

3.9.2.3. Intake;

3.9.2.4. Initial Clinical Evaluation/Assessment;

3.9.2.5. Admission;

3.9.2.6. On-going treatment services; and

3.9.2.7. Discharge.

3.9.3. The Contractor shall assess all individuals for withdrawal risk based on ASAM Criteria standards at all phases of treatment, including:

3.9.3.1. Initial contact;

3.9.3.2. Screening;

3.9.3.3. Intake;

3.9.3.4. Initial Clinical Evaluation/Assessment;

3.9.3.5. Admission; and

3.9.3.6. On-going treatment services.

3.9.4. The Contractor shall stabilize all individuals based on ASAM Criteria guidance. The Contractor shall:

3.9.4.1. Provide stabilization services when an individual's level of risk indicates a service with an ASAM level of care that can be provided in this Agreement and integrate withdrawal management into the individual's treatment plan.

3.9.4.2. Provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely. If the Contractor does not provide the indicated ASAM level of care, the Contractor shall:

3.9.4.2.1. Refer the individual to a facility where the services can be provided when an individual's risk indicates a service with an ASAM level of care that is higher than can be provided under this Contract.

3.9.4.2.2. Coordinate with the withdrawal management services provider to admit the individual to an appropriate service once the individual's

withdrawal risk has reached a level that can be provided under this Contract.

3.10. Treatment Planning

3.10.1. The Contractor shall complete individualized treatment plans for all individuals determined to be eligible for services, based on clinical evaluation data that addresses problems in all ASAM Criteria domains, which justify the individual's admittance to a given level of care, except for Transitional Living, which is not required to address all ASAM domains. The Contractor shall ensure all treatment plans:

3.10.1.1. Are completed within two (2) business days or two (2) sessions from the completion of the clinical evaluation or admission, whichever is later;

3.10.1.2. Include treatment plan goals, objectives, and interventions written in terms that are S.M.A.R.T., which are:

3.10.1.2.1. Specific, clearly defining what shall be done;

3.10.1.2.2. Measurable, including clear criteria for progress and completion;

3.10.1.2.3. Attainable, within the individual's ability to achieve;

3.10.1.2.4. Realistic, the resources are available to the individual;

3.10.1.2.5. Timely, something that needs to be completed within a stated period for completion that is reasonable; and

3.10.1.3. Include the individual's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

3.10.2. The Contractor shall update treatment plans at a minimum of intervals as follows:

3.10.2.1. All Level 1 programs: Every six (6) sessions or every six (6) weeks, whichever is earlier.

3.10.2.2. Level 2.1: Every six (6) group sessions or every two (2) weeks, whichever is earlier.

3.10.2.3. Level 2.5, Level 3, Level 3.3, Level 3.5, and Level 3.7: Every seven (7) sessions or every one (1) week, whichever is earlier.

3.10.2.4. Level 3.1 and Transitional Living: Every four (4) weeks, or every four (4) sessions, whichever is earlier.

3.10.3. The Contractor shall update treatment plans, in addition to the recommended intervals above, when:

3.10.3.1. Changes are made in any ASAM domain, except for Transitional Living;

3.10.3.2. Goals have been met and problems have been resolved; or

3.10.3.3. New goals and new problems have been identified.

3.10.4. The Contractor shall ensure treatment plan updates for all levels of care, except Transitional Living include:

3.10.4.1. Justification for continued treatment at the current level of care;

3.10.4.2. Transfer from one level of care to another within the same agency; or

3.10.4.3. Discharge from treatment at the agency.

3.10.5. The Contractor shall ensure justification includes a minimum of one (1) of the three (3) criteria for continuing services when addressing continuing care as:

3.10.5.1. Continuing Service Criteria, A: The individual is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the individual to continue working toward treatment goals; or

3.10.5.2. Continuing Service Criteria B: The individual is not yet making progress, but has the capacity to resolve their issues. The individual is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue working toward treatment goals; and /or

3.10.5.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the individual is receiving treatment is the least intensive level at which the individual's problems can be addressed effectively.

3.10.5.4. The signature of the individual and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.

3.10.6. The Contractor shall track the individual's progress relative to the specific goals, objectives, and interventions in the individual's treatment plan by completing encounter notes in WITS, or an alternative Electronic Health Record (EHR) approved by the Department.

3.11. Coordination of Care

3.11.1. The Contractor shall inform the Regional Public Health Networks (RPHN) of services available in order to align SUD work with other RPHN projects that may be similar or impact the same populations.

3.11.2. The Contractor shall ensure all coordination of care activities are compliant with state and federal laws and rules, including but not limited to 42 CFR Part 2.

3.11.3. The Contractor shall refer individuals to, and coordinate the individual's care with, other providers and document the coordination, or individual's refusal of the coordination, in the individual's service record. The Contractor shall ensure referrals include, but are not limited to:

3.11.3.1. Primary care providers. If the individual does not have a primary care provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider.

3.11.3.2. Behavioral health care providers when serving individuals with co-occurring substance use and mental health disorders. If the individual does not have a behavioral health care provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider.

3.11.3.3. Medication-Assisted Treatment (MAT) providers.

3.11.3.4. Peer recovery support providers. If the individual does not have a peer recovery support provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider.

3.11.4. The Contractor shall coordinate with case management services offered by the individual's managed care organization, third party insurance or other provider, as applicable.

3.11.5. The Contractor shall coordinate individual services with the Department's Doorway contractors including, but not limited to:

3.11.5.1. Ensuring timely admission of individuals to services,

3.11.5.2. Completing initial clinical evaluations as needed.

3.11.5.3. Referring individuals to Doorway services when the Contractor cannot admit an individual for services within 48 hours.

3.11.5.4. Referring individuals to Doorway services at the time of discharge when an individual is in need of Doorway services.

3.11.6. The Contractor shall coordinate with the NH Ryan White CARE Program, for individuals identified as at risk of or with HIV/AIDS.

3.11.7. The Contractor shall coordinate with other social service agencies engaged with the individual, as applicable, which may include but are not limited to:

3.11.7.1. NH Division for Children, Youth and Families (DCYF).

3.11.7.2. Probation and parole.

3.11.7.3. Doorways.

3.11.8. The Contractor shall clearly document in the individual's service record when the individual refuses any referrals or care coordination.

3.11.9. The Contractor shall not prohibit individuals from receiving services under this Agreement when an individual does not consent to information sharing.

3.11.10. The Contractor shall notify individuals who consent to information sharing that they have the ability to rescind the consent at any time without any impact on services provided under the awarded contract.

3.11.11. The Contractor shall coordinate with local recovery community organizations, where available, to bring peer recovery support providers into the treatment setting, to meet with individuals to describe available services and to engage individuals in peer recovery support services as applicable.

3.11.12. The Contractor shall complete a Transfer Plan on the day of transfer when an individual is transferring from one level of care to another *within the same agency*, during the same episode of care for all services. The Contractor shall ensure the Transfer Plan:

3.11.12.1. Addresses all ASAM Dimensions;

3.11.12.2. Includes at least one of the four (4) ASAM Criteria for

transfer, including how the individual meets that criteria; and

3.11.12.3. Includes the transfer plan and recommendations, with specific information regarding further treatment at the agency.

3.12. The Contractor shall discharge an individual from WITS by closing the Episode in WITS when the individual is discharged from treatment at the agency, even if they are expected to return at a future date, for example, after completing treatment at a different agency. The time frames for discharge are as follows:

3.12.1. Individuals receiving outpatient services (individual outpatient (OP), intensive outpatient (IOP), partial hospitalization program (PHP)), who have not received services in the past 30 days must be discharged by day 30. Upon the individual's return to treatment a new episode of care must be started, and all standard admission steps must be taken.

3.12.2. Individuals receiving residential services, including but not limited to low intensity and high intensity, who have not received services in the past 48 hours must be discharged. The Contractor shall ensure discharge is completed within seven (7) days of the last day of service. Upon the individual's return to treatment a new episode of care must be started, and all standard admission steps must be taken.

3.13. The Contractor shall identify the reason for transfer or discharge in the Program Enrollment section of WITS for each individual at the time of transfer or discharge from the program.

3.14. The Contractor shall complete a Discharge Summary when an individual is being discharged from treatment at the contracted agency for all services within this Agreement. The Contractor shall ensure the Discharge Summary:

3.14.1. Addresses all ASAM (2013) domains, including the process of transfer planning at the time of the individual's intake to the program, except for Transitional Living;

3.14.2. Is in accordance with Exhibit B-1, Operational Requirements;

3.14.3. Includes the reason for admission, course of treatment, discharge assessment, strengths and liabilities, and discharge plan and recommendations, with specific information regarding referrals or further treatment; and

3.14.4. Includes at least one of the following four (4) ASAM Criteria for discharge, and how individual meets the requirement, except for Transitional Living:

3.14.4.1. Transfer/Discharge Criteria A: The patient has achieved the

goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

3.14.4.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

3.14.4.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit their ability to resolve their problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

3.14.4.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of their problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

3.15. Individual and Group Education

3.15.1. The Contractor shall offer all individuals receiving services under this Agreement individual or group education on prevention, treatment, and nature of:

3.15.1.1. Substance use disorders.

3.15.1.2. Relapse prevention.

3.15.1.3. Hepatitis C Virus (HCV).

3.15.1.4. Human Immunodeficiency Virus (HIV).

3.15.1.5. Sexually Transmitted Diseases (STDs).

3.15.1.6. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;

3.15.1.7. Individual and/or group counseling for individuals of childbearing age, regardless of gender, on the effects of alcohol and other drug use on a fetus.

3.15.1.8. The relationship between tobacco use and substance use

and other mental health disorders, if the individual uses nicotine.

3.15.2. The Contractor shall ensure that all individuals are screened at intake and discharge for tobacco use, treatment needs and referral to the NH QuitLine, as part of treatment planning.

3.15.3. The Contractor shall maintain an outline of each educational session provided.

3.16. Tobacco-Free Environment

3.16.1. The Contractor shall ensure a tobacco-free environment by having policies and procedures that apply to all staff, individuals receiving services, and visitors that include but are not limited to:

3.16.1.1. Smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices.

3.16.1.2. Prohibiting the use of tobacco products within the Contractor's facilities at any time.

3.16.1.3. Prohibiting the use of tobacco in any Contractor-owned vehicle.

3.16.1.4. Whether the use of tobacco products is prohibited outside of the facility on the grounds. If use of tobacco products is allowed outside of, but on the grounds of, the facility, the Contractor shall ensure:

3.16.1.4.1. Designated smoking area(s) are located a minimum of 20 feet from the main entrance;

3.16.1.4.2. All materials used for smoking in the designated area, including cigarette butts and matches, are extinguished and disposed of in appropriate containers;

3.16.1.4.3. Periodic cleanup of the designated smoking area is scheduled and completed as scheduled and/or needed; and

3.16.1.4.4. If the designated smoking area is not properly maintained, it is eliminated at the discretion of the Contractor.

3.16.1.5. Prohibiting tobacco use in personal vehicles when transporting individuals on authorized business.

3.16.2. The Contractor shall ensure the Tobacco-Free Environment policy is included in employee, individual, and visitor orientations and posted in the Contractor's facilities and vehicles.

3.16.3. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging individuals from services being provided under this Contract.

3.17. State Opioid Response (SOR) Grant Standards

3.17.1. The Contractor shall establish formal information sharing and referral agreements with the Doorways in compliance with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.

3.17.2. The Contractor shall ensure all referrals of individuals to the Doorways are:

3.17.2.1. Completed and documented in the individual's file;

3.17.2.2. Available to the Department as requested and as needed for payment of invoices for services provided through SOR-funded initiatives.

3.17.3. The Contractor shall ensure individuals receiving services rendered from SOR funds have a documented history or current diagnoses of Opioid Use Disorder (OUD) or Stimulant Use Disorders.

3.17.4. The Contractor shall coordinate ongoing care for individuals with documented history or current diagnoses of OUD or Stimulant Use Disorder, receiving services rendered from SOR funds, with the Doorways in accordance with 42 CFR Part 2.

3.17.5. The Contractor shall ensure that SOR grant funds are not used to purchase, prescribe, or provide marijuana or for providing treatment using marijuana. The Contractor shall ensure:

3.17.5.1. Treatment in this context includes the treatment of opioid use disorder (OUD).

3.17.5.2. Grant funds are not provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental health disorders.

3.17.5.3. This marijuana restriction applies to all subcontracts and memorandums of understanding (MOU) that receive SOR funding.

3.17.6. The Contractor shall provide Medication Assisted Treatment (MAT) only with FDA-approved MAT for Opioid Use Disorder (OUD), which includes:

3.17.6.1. Methadone; and

3.17.6.2. Buprenorphine products including:

3.17.6.2.1. Single-entity buprenorphine products;

3.17.6.2.2. Buprenorphine/naloxone tablets;

3.17.6.2.3. Buprenorphine/naloxone films; and

3.17.6.2.4. Buprenorphine/naloxone buccal preparations.

3.17.7. The Contractor shall provide medical withdrawal management services supported by SOR funds only when the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

3.17.8. The Contractor shall provide a Fentanyl test strip utilization plan to the Department for approval prior to implementation. The Contractor shall ensure the utilization plan includes:

3.17.8.1. Internal policies for the distribution of Fentanyl strips;

3.17.8.2. Distribution methods and frequency; and

3.17.8.3. Other key data as requested by the Department.

3.17.9. The Contractor shall ensure individuals receiving financial aid for recovery housing utilizing SOR funds are in a recovery housing facility that aligns with the National Alliance for Recovery Residences standards and is registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with New Hampshire Administrative Rules, He-A 305, Voluntary Registry for Recovery Houses.

3.17.10. The Contractor shall accept individuals on MAT and facilitate access to MAT on-site or through referrals for all individuals supported with SOR funds, as clinically appropriate.

3.17.11. The Contractor shall ensure individuals who refuse to consent to information sharing with the Doorways do not receive services utilizing SOR funding.

3.17.12. The Contractor shall ensure individuals who rescind consent to information sharing with the Doorway do not receive any additional services utilizing SOR funding.

4. Web Information Technology System

4.1. The Contractor shall use the Web Information Technology System (WITS) to record contact with individuals within three (3) days following the activity, unless otherwise stated in the WITS guidance document(s). The Contractor shall utilize WITS to record all BDAS individual activities, including, but not limited to:

4.1.1. Determining individual eligibility.

4.1.2. Reporting all data that is used to calculate and analyze National Outcome Measures.

4.1.3. Billing the Department for services performed under the resulting contract including all data required by the Department to authorize payment.

4.1.4. Providing other information as required by the Department.

4.2. The Contractor shall provide the individual with the WITS Information Acknowledgement and obtain the individual's signature on that format the time of admission to treatment, prior to providing services.

4.3. The Contractor shall ensure information for individuals refusing to sign the WITS Information Acknowledgement is not entered into the WITS system and the Contractor shall contact the Department to establish alternative reporting and billing procedures.

4.4. The Contactor shall ensure services are provided to individuals who refuse to sign the WITS Information Acknowledgement, despite not being able to enter that individual into the WITS system. The Contractor shall:

4.4.1. Establish a policy to document individual activity elsewhere;

4.4.2. Obtain Department approval of the established policy;

4.4.3. Notify the Department of each individual's refusal; and

4.4.4. Ensure the Department has access to records as requested.

4.5. The Contractor shall ensure the WITS system is only used for individuals who are in a program that is funded by or under the oversight of the Department. The Contractor may use WITS to enter information for non-BDAS individuals if the following conditions apply:

4.5.1. The Department has approved the Contractors' use of WITS for this purpose;

4.5.2. The Contractor utilized WITS prior to September of 2019; and

4.5.3. The Contractor does not have an alternative electronic health record available for use.

4.6. The Contractor shall cease utilizing WITS if an individual obtains funding from another source while in treatment, unless otherwise approved by the Department. Individuals who are in a program that is funded by or under the oversight of the Department include:

4.6.1. Individuals receiving BDAS-funded SUD treatment services,

4.6.2. Individuals receiving services from Impaired Driver Care Management Programs (IDCMP); and

4.6.3. Individuals receiving services from Impaired Driver Service Providers

(IDSP), regardless of funding source.

4.7. The Contractor may use their own electronic health record (EHR), in addition to WITS, to record and track other data not collected in WITS, upon approval by the Department and only if the Department has access to the EHR.

4.8. The Contractor shall record that an individual has been discharged when the individual has completed a treatment episode in WITS.

4.9. The Contractor shall follow all the instructions and requirements in the most current WITS User Guide, as provided by the Department.

4.10. The Contractor shall agree to and follow the Information Security Requirements in Exhibit K.

5. Telehealth

5.1. The Contractor may deliver outpatient services via telehealth through secure telecommunication technology, when clinically appropriate and within the Contractor's scopes of practice, as documented in the individual's treatment plan. The Contractor acknowledges and agrees that:

5.1.1. Telehealth services may be rendered from a remote site, other than the Contractor's facility.

5.1.2. Confidentiality and privacy protections apply to all telehealth services, under the same laws that protect the confidentiality of in-person services

5.1.3. The use of public facing applications such as Facebook Live, Twitch, TikTok, or other similar video communication applications is prohibited.

5.2. The Contractor shall ensure telehealth complies with all security and privacy components identified in Exhibit K, DHHS Information Security Requirements. The Contractor shall ensure:

5.2.1. Individual's informed consent to using the telecommunication technology is received and kept on file.

5.2.2. A provider is present with the individual(s) during the use of telecommunication technology.

5.2.3. Only authorized users have access to any electronic PHI (ePHI) that is shared or available through the telecommunication technology.

5.2.4. Secure end-to-end communication of data is implemented, including all communication of ePHI remaining in the United States.

5.2.5. A system of monitoring the communications containing ePHI is implemented to prevent accidental or malicious breaches.

5.3. The Contractor shall adhere to all relevant state and federal regulations

regarding telehealth not identified in the contract, including regulations regarding face-to-face services.

6. Staffing

6.1. The Contractor shall meet the minimum staffing requirements, or request an exemption to the requirements, to provide the scope of work in this Agreement. Staffing levels must include the following:

6.1.1. A minimum of one (1) New Hampshire Licensed Clinical Supervisor.

6.1.2. Staffing ratios for the following:

6.1.2.1. Individual Counseling: The ratio of individuals to NH Licensed and Unlicensed Counselors who provide counseling to individuals on an individual basis in any ASAM level of care should be based on the following:

6.1.2.1.1. Clinician's ability to provide appropriate, effective, and evidence-based treatment to individuals within the setting;

6.1.2.1.2. Type of treatment provided;

6.1.2.1.3. Composition of the individual population; and

6.1.2.1.4. Availability of auxiliary services.

6.1.2.2. SUD Treatment Groups: No more than 12 individuals with one NH Licensed Counselor or Unlicensed Counselor present or no more than 16 individuals when that Counselor is joined by a second Licensed Counselor, Unlicensed Counselor, CRSW or Uncertified Recovery Support Worker.

6.1.2.3. Recovery Support Groups: No more than eight (8) individuals with one (1) NH CRSW present or no more than 12 individuals when that CRSW is joined by a second CRSW, or Uncertified CRSW, Licensed or Unlicensed Counselor.

6.1.2.4. Milieu/Line Staff: Ratios must be based upon the needs of the individuals, and the staff's ability to ensure individual health, safety and well-being. The Contractor shall ensure a minimum of one (1) floating Milieu/Line staff member able to move between common areas to observe individuals is present at all times, when the space is occupied by individuals. The following Milieu/Line staff to individual ratio is required for all residential facilities. Temporary staffing shortages are allowable, but not encouraged, while the Contractor actively seeks to fill any open staff positions. Any temporary staffing shortages must be reported to BDAS in

the Quarterly Reports, and Contractor must be actively working to recruit new staff:

6.1.2.4.1. 3.5 Level of Care, or 3.5 Co-occurring Capable Level of Care:

6.1.2.4.1.1. A maximum of five (5) individuals to 1 (one) Milieu/Line Staff Member present with individuals, during awake hours, when individuals are not participating in a group or individual session; and

6.1.2.4.1.2. A maximum of 10 individuals to one (1) awake Milieu/Line Staff during overnight hours.

6.1.2.4.2. 3.5 Co-occurring Enhanced Level of Care, or 3.7 Level of Care:

6.1.2.4.2.1. A maximum of five (5) individuals to one (1) Milieu/Line Staff Member present with individuals during awake hours, when individuals are not participating in a group or individual session; and

6.1.2.4.2.2. A maximum of 10 individuals to one (1) awake Milieu/Line during overnight hours.

6.1.2.4.3. 3.1 Level of Care:

6.1.2.4.3.1. A maximum of eight (8) individuals to one (1) Milieu/Line staff member present with individuals during awake hours, when individuals are not participating in a group or individual session; and

6.1.2.4.3.2. A maximum 14 individuals to one (1) awake Milieu/Line staff during overnight hours.

6.2. The Contractor shall notify the Department, in writing, of changes in key personnel, of whom a minimum of 10% of their work time is devoted to providing SUD treatment and/or recovery support services, and provide, within five (5) working days, updated resumes that clearly indicate the staff member is employed by the Contractor.

6.3. The Contractor shall notify the Department in writing within one (1) month of hire when a new administrator, coordinator, or any staff person essential to delivering this scope of services is hired to work in the program(s). The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the new hire notification.

6.4. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one (1) month.

6.5. The Contractor shall have policies and procedures related to student interns that address minimum coursework, experience and core competencies for interns having direct contact with individuals served by this Agreement.

6.6. The Contractor shall ensure student interns complete training on the following topics, as approved by the Department, prior to beginning their internship:

6.6.1. Ethics;

6.6.2. 12 Core Functions;

6.6.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and

6.6.4. Information security and confidentially practices for handling PHI and substance use disorder treatment records as safeguarded by 42 CFR Part 2.

6.7. The Contractor shall ensure attendance of all required training for interns is documented in the interns' records and shall provide a list of which includes the intern's name and dates and topics of training, to the Department, as requested.

6.8. The Contractor shall ensure the health, safety, and well-being of all individuals in areas where individuals congregate, including, but not limited to:

6.8.1. Common areas.

6.8.2. Group rooms.

6.8.3. Classrooms.

6.9. The Contractor shall ensure written policies are available for Department review, as requested, for all required positions. The Contractor may request an exemption of staffing requirements if the requirements are inappropriate for services provided.

6.10. The Contractor shall provide both clinical and safety justifications to request exemption for any of the staffing requirements believed inappropriate for proposed services and/or if the facility does not meet the staffing requirements to the Department for approval.

6.11. The Contractor shall ensure no Licensed Clinical Supervisor shall supervise more than 12 staff unless the Department has approved an alternative supervision plan.

6.12. The Contractor shall provide ongoing clinical supervision that occurs at regular intervals, and is documented in all staff members' records and evidence-based practices. Clinical supervision, shall include, at a minimum:

6.12.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress; and

6.12.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.

6.13. The Contractor shall provide training to all staff providing SUD services under this Agreement on the following topics. Training attendance must be documented in all staff members' records:

6.13.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;

6.13.2. The 12 core functions;

6.13.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and

6.13.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.

6.14. The Contractor shall ensure all Unlicensed Staff complete training on the following topics, as approved by the Department, within six (6) months of hire:

6.14.1. Ethics;

6.14.2. 12 Core Functions;

6.14.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and

6.14.4. Information security and confidentially practices for handling PHI and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within six (6) months of hire.

6.15. The Contractor shall provide in-service training to all staff involved in individual care within 15 days of the contract effective date or the staff person's employment start date, if the staff member started work after the contract effective date and annually thereafter. The Contractor shall ensure in-service

training topics are as follows:

6.15.1. Contract requirements;

6.15.2. Policies and procedures provided by the Department;

6.15.3. Hepatitis C (HCV);

6.15.4. Human immunodeficiency virus (HIV);

6.15.5. Tuberculosis (TB); and

6.15.6. Sexually transmitted diseases (STDs).

6.16. The Contractor shall ensure all staff receive annual continuing education on the following topics:

6.16.1. Advancements in the science and evidence-based practices of the SUD field; and

6.16.2. State and federal laws and rules relating to confidentiality.

6.17. The Contractor shall ensure staff attendance of all required training is documented in the staff members' records and shall provide a list of trained staff which includes dates and topics of training, to the Department, as requested.

7. Audit Requirements

7.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:

7.1.1. 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.

7.1.2. 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.

7.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

7.2. If Condition A exists, the Contractor must 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.

7.3. If Condition B or Condition C exists, the Contractor must submit an annual **financial audit** performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

7.4. 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.

7.5. 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 must 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.

7.6. In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.

7.7. The Contractor must ensure the corrective action plan uses SMART goals and objectives, and includes:

7.7.1. The action(s) that shall be taken to correct each deficiency;

7.7.2. The action(s) that shall be taken to prevent the reoccurrence of each deficiency;

7.7.3. The specific steps and time line for implementing the actions above;

7.7.4. The plan for monitoring to ensure that the actions above are effective; and

7.7.5. How and when the Contractor shall report to the Department on progress on implementation and effectiveness

8. Exhibits Incorporated

8.1. 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.

8.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

8.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

9. Reporting Requirements

9.1. The Contractor shall report individual demographic data in WITS for all BDAS funded individuals as specified in the current WITS User Guide.

9.2. The Contractor shall report individual National Outcome Measures (NOMS) data in WITS for:

9.2.1. 100% of all individuals at admission.

9.2.2. 100% of all individuals who are discharged.

9.3. The Contractor shall report all data *necessary* for *calculation* of the following performance measures in WITS and as specified in the WITS User Guide:

9.3.1. Initiation: Percentage of individuals accessing services within 14 days of screening;

9.3.2. Engagement: Percentage of individuals receiving three (3) or more eligible services within 34 days of screening;

9.3.3. Retention: Percentage of individuals receiving six (6) or more eligible services within 60 days of screening;

9.3.4. Treatment completion: Percentage of individuals completing treatment; and

9.3.5. National Outcome Measures (NOMS):

9.3.5.1. Reduction in/no change in the frequency of both alcohol and other drug substance use at discharge compared date of first service.

9.3.5.2. Increase in/no change in number of individuals employed or in school on the date of last service compared to first service.

9.3.5.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service.

9.3.5.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service.

9.3.5.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service.

9.4. The Contractor shall report all other data, as specified in the WITS User Guide, to support the Department's analysis and reporting on demographics, performance, services and other factors as determined by the Department and in a format specified by the Department.

9.5. The Contractor shall complete monthly contract compliance reporting no later than the 10th day of the month following the reporting month in a format

determined and as requested by the Department.

9.6. The Contractor shall submit quarterly contract compliance reporting no later than the 10th day of following month in a format determined and as requested by the Department.

9.7. The Contractor shall report all critical incidents to the Department in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

9.7.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well- being, including but not limited to:

9.7.1.1. Abuse;

9.7.1.2. Neglect;

9.7.1.3. Exploitation;

9.7.1.4. Rights violation;

9.7.1.5. Missing person;

9.7.1.6. Medical emergency;

9.7.1.7. Restraint; or

9.7.1.8. Medical error.

9.8. The Contractor shall submit additional information regarding critical incidents to the Department as requested and required.

9.9. The Contractor shall report critical incidents to other agencies as required by law.

9.10. The Contractor shall notify the Department in writing of all contact with law enforcement as soon as possible and no more than 24 hours following the incident.

9.11. The Contractor shall notify the Department in writing of all media contacts as soon as possible and no more than 24 hours following the incident.

9.12. The Contractor shall report in accordance with the Department's Sentinel Even Reporting guidance.

9.13. The Contractor shall refer to the current WITS User Guide for guidance on NOMS and other data reporting requirements.

10. Performance Measures

10.1. Contract performance shall be measured to evaluate service quality and efficacy in mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses. The following performance measures will be used by the Department to evaluate selected

vendor performance:

10.1.1. Initiation: Percentage of individuals accessing services within 14 days of screening;

10.1.2. Engagement: Percentage of individuals receiving three (3) or more eligible services within 34 days of screening;

10.1.3. Retention: Percentage of individuals receiving six (6) or more eligible services within 60 days of screening;

10.1.4. Treatment completion: Percentage of individuals completing treatment; and

10.1.5. National Outcome Measures (NOMS): The percentage of individuals out of all individuals discharged improved in at least three (3) out of five (5) of the following NOMS outcome criteria:

10.1.5.1. Reduction in/no change in the frequency of both alcohol and other drug substance use at discharge compared to the period of 7 days before and the date of first service during an episode of care (or previous episode of care for individuals referred for services from a different BDAS contracted SUD treatment provider).

10.1.5.2. Increase in/no change in number of individuals employed or in school on the date of last service compared to first service.

10.1.5.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service.

10.1.5.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service.

10.1.5.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service.

10.2. The Contractor shall meet or exceed baseline performance requirements as determined by the Department.

10.2.1. The Department will actively and regularly collaborate with the Contractor to develop a performance improvement structure that will enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

10.2.2. The Department may identify expectations for active and regular collaboration, including key performance measures, in this Agreement. Where applicable, the Contractor must collect and share data with the Department, as requested and in a format specified by

the Department.

10.3. The Contractor shall participate in all quality improvement activities to ensure the standard of care for individuals, as directed and requested by the Department, including, but not limited to:

10.3.1. Electronic and in-person individual record reviews.

10.3.2. Site visits.

10.3.3. Training and technical assistance activities.

10.4. The Contractor shall monitor and manage the utilization of levels of care and service array to ensure services are offered through the term of the contract to maintain a consistent service capacity for SUD treatment and recovery support services statewide by monitoring the capacity such as staffing and other resources to consistently and evenly deliver these services.

10.5. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

10.6. The Contractor shall participate in quarterly meetings with the Department to ensure compliance with the contractual requirements.

10.7. The Contractor may be required to provide other key data and metrics to the Department, including individual-level demographic, performance, and service data.

10.8. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

11. Additional Terms

11.1. Impacts Resulting from Court Orders or Legislative Changes

11.1.1. 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.

11.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

11.2.1. The Contractor shall submit, within ten (10) days of the Agreement 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.

11.3. Credits and Copyright Ownership

11.3.1. If the Contractor wishes to publicly reference or market their use of American Society of Addiction Medicine (ASAM) criteria, or utilize language related to American Society of Addiction Medicine levels of care in promotion or marketing of their services, the Contractor must agree to sign and have in effect, the End User License Agreement with the State of New Hampshire prior to publicly referencing or marketing their services as such. The Contractor shall comply with the terms of Appendix F, End User License Agreement, or the Contractor shall not be permitted to publicly reference or market their use of anything related to ASAM.

11.3.2. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

11.3.3. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

11.3.4. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

11.3.4.1. Brochures.

11.3.4.2. Resource directories.

11.3.4.3. Protocols or guidelines.

11.3.4.4. Posters.

11.3.4.5. Reports.

11.3.5. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

11.4. Operation of Facilities: Compliance with Laws and Regulations

11.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental

license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement 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.

11.4.2. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.

11.4.3. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.

11.4.4. The Contractor shall ensure facilities where services are provided meet all the applicable laws, rules, policies, and standards.

11.4.5. The Contractor shall submit a transition plan for Department approval no later than 30 days from the contract effective date of the resulting contract that specifies actions to be taken in the event that the selected vendor can no longer provide services. The selected Contractor shall ensure the transition plan includes, but is not limited to:

11.4.5.1. An action plan that ensures the seamless transition of individuals to alternative providers with no gap in services;

11.4.5.2. Where and how individual records will be transferred to ensure no gaps in services, ensuring the Department is not identified as the entity responsible for individual records; and

11.4.5.3. Individual notification processes and procedures for transitioning records.

11.4.6. The Contractor shall comply with applicable federal and state laws, rules and regulations, applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.

11.4.7. The Contractor shall comply with all information security and privacy requirements as set by the Department.

11.5. Eligibility Determinations

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11.5.1. If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

11.5.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

11.5.3. In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

11.5.4. The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

11.6. Records

11.6.1. The Contractor shall keep records that include, but are not limited to:

11.6.1.1. 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.

11.6.1.2. 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.

11.6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.

11.6.1.4. Medical records on each individual who receives services.

11.6.2. During the term of this Agreement 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 Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) 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.

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Exhibit B-1 Operational Requirements

1. Requirements for Organizational or Program Changes.

1.1. The Contractor shall provide written notification to the no later than 30 days prior to changes in:

1.1.1. Ownership;

1.1.2. Physical location; or

1.1.3. Name.

1.2. The Contractor shall submit a copy of the certificate of amendment from the New Hampshire Secretary of State with the effective date of the change to the Department, when there is a change in the name of the ownership, physical location, or name of the organization,

2. Inspections and Administrative Remedies

2.1. The Contractor shall allow any Department representative at any time to be admitted on the premises to inspect:

2.1.1. The facility;

2.1.2. All programs and services provided through this Agreement; and

2.1.3. Any records required by the Agreement.

2.2. The Contractor shall be issued a notice of deficiencies when the Department determines that the Contractor is in violation of any contract requirements. The Contractor shall receive written notice from the Department, as applicable which:

2.2.1. Identifies each deficiency;

2.2.2. Identifies the specific proposed remedy(ies); and

2.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 541-A and NH Administrative Rule He-C 200.

2.3. The Contractor shall receive administrative remedies from the Department for violations of contract requirements, which may include, but is not limited to:

2.3.1. The requirement to submit a plan of correction (POC).

2.3.2. The imposition of a POC by the Department.

2.3.3. Contract suspension.

2.3.4. Contract Revocation.

3. Plans of Corrective Action

3.1. The Contractor shall submit a written POC to the Department within 21 days of receiving a notice of deficiencies, for review and acceptance. The Contractor shall ensure the POC includes, but is not limited to:

3.1.1. Steps to be taken to correct each deficiency.

3.1.2. Measures that will be put in place.

3.1.3. System changes to be made to ensure that the deficiency does not recur.

3.1.4. The date by which each deficiency will be corrected, ensuring the correction occurs no later than 90 days from the date the POC is submitted to the Department.

3.2. The Contractor shall ensure each POC:

3.2.1. Achieves compliance with contract requirements;

3.2.2. Addresses all deficiencies and deficient practices as cited in the notice of deficiencies; and

3.2.3. Mitigates the likelihood of a new violation of contract requirements as a result of implementation of the POC.

3.3. The Department shall notify the Contractor of the reasons for rejection of the POC, if the POC is not accepted. The Contractor shall:

3.3.1. Develop and submit a revised POC within 21 days of the date of the written notification of POC rejections.

3.3.2. Ensure the revised POC complies with POC standards identified above.

3.4. The Contractor shall be subject to a directed POC from the Department that specifies the corrective actions to be taken when:

3.4.1. Deficiencies were identified during an inspection that require immediate corrective action to protect the health and safety of the individuals receiving services or staff providing services.

3.4.2. The original POC is not submitted within 21 days of the date of the written notification of deficiencies;

3.4.3. The revised POC is rejected by the Department; or

3.4.4. The POC is not implemented by the completion date identified in the Department-accepted POC.

3.5. The Contractor shall admit and allow the Department access to the premises and records related to the Department-accepted POC, after the completion date identified in the POC, in order to verify the implementation of the POC, which may include, but is not limited to:

3.5.1. Review of materials submitted by the Contractor;

3.5.2. Follow-up inspection; or

3.5.3. Review of compliance during the next scheduled inspection.

4. Duties and Responsibilities

4.1. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to individuals on an ongoing basis.

4.2. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.

4.3. The Contractor shall employ an administrator responsible for the day-to-day operations of services provided in this Agreement. The Contractor shall:

4.3.1. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and

4.3.2. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor, the staff position(s) to be delegated, and the authority and responsibility to act in the administrator's behalf when the administrator is absent.

4.4. The Contractor shall ensure the following documents are posted in a public area:

4.4.1. A copy of the Contractor's policies and procedures relative to the implementation of rights and responsibilities for individuals receiving services, including confidentiality per 42 CFR Part 2; and

4.4.2. The Contractor's plan for fire safety, evacuation, and emergencies, identifying the location of, and access to all fire exits.

4.5. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the Department.

4.6. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the Department, and all court orders.

4.7. The Contractor shall follow the required procedures for the care of the individuals, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007 for residential programs, if the Contractor accepts an individual who is known to have a disease reportable under NH Administrative Rule He-P 301, or an infectious disease.

4.8. The Contractor shall comply with state and federal regulations on confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12.

4.9. The Contractor shall develop policies and procedures regarding the release of information contained in individual service records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.

4.10. The Contractor shall ensure all records relating to services provided through this Agreement are legible, current, accurate, and available to the Department during an inspection or investigation.

4.11. The Contractor shall ensure service site(s) are accessible to individuals with a disability, using Americans with Disabilities Act (ADA) accessibility and barrier

free guidelines per 42 U.S.C. 12131 et seq. The Contractor shall ensure service sites include:

4.11.1. A reception area separate from living and treatment areas;

4.11.2. A private space for personal consultation, charting, treatment and social activities, as applicable;

4.11.3. Secure storage of active and closed confidential individual records; and

4.11.4. Separate and secure storage of toxic substances.

4.12. The Contractor shall establish a code of ethics for staff that includes a mechanism for reporting unethical conduct.

4.13. The Contractor shall develop, implement, and maintain specific policies, including:

4.13.1. Rights, grievance, and appeals policies and procedures for individuals receiving services;

4.13.2. Progressive discipline, leading to administrative discharge;

4.13.3. Reporting and appealing staff grievances;

4.13.4. Alcohol and other drug use while in treatment;

4.13.5. Individual and employee smoking that are in compliance with Exhibit B, Section 3.16;

4.13.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;

4.13.7. Holding an individual's possessions;

4.13.8. Secure storage of staff medications;

4.13.9. Medication belonging to individuals receiving services;

4.13.10. Urine specimen collection, as applicable, that:

4.13.10.1. Ensures collection is conducted in a manner that preserves individual privacy as much as possible; and

4.13.10.2. Minimizes falsification;

4.13.11. Safety and emergency procedures on:

4.13.11.1. Medical emergencies;

4.13.11.2. Infection control and universal precautions, including the use of protective clothing and devices;

4.13.11.3. Reporting injuries;

4.13.11.4. Fire monitoring, warning, evacuation, and safety drill ~~policy~~ and procedures; and

4.13.11.5. Emergency closings,;

4.13.12. The Contractor shall develop, implement and maintain procedures for:

4.13.12.1. Protection of individual records that govern use of records, storage, removal, conditions for release of information, and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and

4.13.12.2. Quality assurance and improvement.

5. Collection of Fees.

5.1. The Contractor shall maintain procedures regarding collections from individual fees, private or public insurance, and other payers responsible for the individual's finances; and

5.2. The Contractor shall provide the individual, and the individual's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge at the time of screening and admission,

6. Screening and Denial of Services

6.1. The Contractor shall maintain a record of all individual screenings, including:

6.1.1. The individual's name and/or unique identifier;

6.1.2. The individual's referral source;

6.1.3. The date of initial contact from the individual or referring agency;

6.1.4. The date of screening; and

6.1.5. The result of the screening, including the reason for denial of services if applicable;

6.2. The Contractor shall record all referrals to and coordination with the Doorway and interim services, or the reason that the referral was not made, for any individual who is placed on a waitlist. The Contractor shall:

6.2.1. Record all contact with the individual between screening and removal from the waitlist; and

6.2.2. Record the date the individual was removed from the waitlist and the reason for removal.

6.3. In the instance an individual requesting services is denied service(s), the Contractor shall:

6.3.1. Inform the individual of the reason for denial of service(s); and

6.3.2. Assist the individual in identifying and accessing appropriate available treatment.

6.4. The Contractor shall not deny services to an individual solely because the individual:

6.4.1. Previously left treatment against the advice of staff;

6.4.2. Relapsed from an earlier treatment;

6.4.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or

6.4.4. Has been diagnosed with a mental health disorder.

6.5. The Contractor shall report on denial of services to individuals at the request of the Department.

7. **Staffing Requirements**

7.1. The Contractor shall develop a current job descriptions for all staff, including contracted staff, volunteers, and student interns, which includes:

7.1.1. Job title;

7.1.2. Physical requirements of the position;

7.1.3. Education and experience requirements of the position;

7.1.4. Duties of the position;

7.1.5. Positions supervised; and

7.1.6. Title of immediate supervisor.

7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which includes, but is not limited to:

7.2.1. Requiring a prospective employees to sign a releases to allow the Contractor to conduct a criminal record check;

7.2.2. Requiring the administrator or designee to obtain and review criminal record checks from the New Hampshire Department of Safety for each prospective employee;

7.2.3. Ensuring criminal record check standards are reviewed to ensure the health, safety, or well-being of individuals, beyond which shall be reason for non-selection for employment, including the following:

7.2.3.1. Felony convictions in this or any other state;

7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and

7.2.3.3. Findings by the Department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and

7.2.4. Waiver of 7.2.3 above for good cause shown.

7.3. The Contractor shall ensure all staff, which includes contracted staff, meet the educational, experiential, and physical qualifications of the position as listed in their job description. The Contractor shall ensure staff:

7.3.1. Do not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;

7.3.2. Are licensed, registered or certified as required by state statute and as applicable;

7.3.3. Receive an orientation within the first three (3) days of work or prior to direct contact with individuals, which includes:

7.3.3.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;

7.3.3.2. The Contractor's policies on the rights, responsibilities, and complaint procedures for individuals receiving services;

7.3.3.3. Federal and state confidentiality requirements;

7.3.3.4. Grievance procedures;

7.3.3.5. Job duties, responsibilities, policies, procedures, and guidelines;

7.3.3.6. Topics covered by both the administrative and personnel manuals;

7.3.3.7. The Contractor's infection prevention program;

7.3.3.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of staff in an emergency; and

7.3.3.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and

7.3.4. Sign and date documentation that they have taken part in an orientation as described above;

7.3.5. Complete a mandatory annual in-service education, which includes a review of all elements described above.

7.4. The Contractor shall ensure, prior to having contact with individuals receiving services, that employees and contracted employees:

7.4.1. Submit proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:

7.4.1.1. The name of the examinee;

7.4.1.2. The date of the examination;



7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;

7.4.1.4. Results of a 2-step TB test, Mantoux method or other method approved by the Centers for Disease Control; and

7.4.1.5. The dated signature of the licensed health practitioner.

7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and

7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium TB through shared air space with persons with infectious TB.

7.5. The Contractor shall ensure employees, contracted employees, volunteers and independent Contractors who have direct contact with individuals who have a history of TB or a positive skin test have a symptomatology screen of a TB test.

7.6. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student intern, volunteer, and contracted staff, which includes, but is not limited to:

7.6.1. A completed application for employment or a resume.

7.6.2. Identification data.

7.6.3. The education and work experience of the employee.

7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:

7.6.4.1. Position title;

7.6.4.2. Qualifications and experience; and

7.6.4.3. Duties required by the position.

7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable.

7.6.6. A signed and dated record of orientation as required above.

7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable.

7.6.8. Records of screening for communicable diseases results required above.

7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary.

7.6.10. Documentation of annual in-service education as required above that includes date of completion and signature of staff.

7.6.11. Information as to the general content and length of all continuing education or educational programs attended;

7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the individual's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy;

7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that the individual:

7.6.13.1. Does not have a felony conviction in this or any other state;

7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect, or exploitation or pose a threat to the health, safety or well-being of an individual; and

7.6.13.3. Has not had a finding by the Department or any administrative agency in NH or any other state for assault, fraud, abuse, neglect or exploitation of any person; and

7.6.14. Documentation of the criminal records check and any waivers, as applicable.

7.7. An individual need not re-disclose any of the matters in the criminal background check if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.

8. **Clinical Supervision of Unlicensed Counselors**

8.1. The Contractor shall ensure all unlicensed counselors providing treatment, education and/or recovery support services; and all uncertified CRSWs, are under the direct supervision of a licensed supervisor.

8.2. The Contractor shall ensure no licensed supervisor supervises more than 12 unlicensed staff, unless the Department has approved an alternative supervision plan.

8.3. The Contractor shall ensure unlicensed counselors receive a minimum of one (1) hour of supervision for every 20 hours of direct contact with individuals receiving services;

8.4. The Contractor ensures supervision is provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level.

8.5. The Contractor shall ensure supervision includes:

8.5.1. Review of case records;

8.5.2. Observation of interactions with individuals receiving services;

8.5.3. Skill development; and

8.5.4. Review of case management activities;

8.6. The Contractor shall ensure supervisors maintain a log of the supervision date, duration, content and who was supervised by whom; and

8.7. The Contractor shall ensure staff licensed or certified shall receive supervision in accordance with the requirement of their licensure.

9. Orientation for Individuals Receiving Services

9.1. The Contractor shall conduct an orientation for individuals receiving services upon admission to program, either individually or by group, that includes:

9.1.1. Rules, policies, and procedures of the program and facility;

9.1.2. Requirements for successfully completing the program;

9.1.3. The administrative discharge policy and the grounds for administrative discharge;

9.1.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and

9.1.5. Requiring the individual to sign and date a receipt that the orientation was conducted.

10. Treatment Plans

10.1. The Contractor shall ensure a licensed counselor or an unlicensed counselor, under the supervision of a licensed counselor, develops and maintains a written treatment plan for each individual receiving services in accordance with SAMHSA TAP 21: Addiction Counseling Competencies, which addresses all ASAM domains. The Contractor shall ensure the treatment plan:

10.1.1. Identifies the individual's clinical needs, treatment goals, and objectives.

10.1.2. Identifies the individual's strengths and resources for achieving goals and objectives above;

10.1.3. Defines the strategy for providing services to meet the individual's needs, goals, and objectives;

10.1.4. Identifies and documents referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;

10.1.5. Provides the criteria for terminating specific interventions;

10.1.6. Includes specification and description of the indicators to be used to assess the individual's progress;

10.1.7. Includes documentation of participation in the treatment planning process or the reason why the individual did not participate; and

10.1.8. Includes signatures of the individual and the counselor agreeing to the treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.

10.1.9. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB.

11. Group education and counseling

11.1. The Contractor shall maintain an outline of each educational and group therapy session provided.

11.2. The Contractor shall ensure all group counseling sessions are limited to 12 individuals or fewer per counselor.

12. Progress notes

12.1. The Contractor shall ensure progress notes are completed for each individual, group, or family treatment or education session.

12.2. The Contractor shall ensure progress notes include, but not limited to:

12.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;

12.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and

12.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session.

13. Discharge and Transfer

13.1. The Contractor shall discharge an individual from a program for the following reasons:

13.1.1. Program completion or transfer based on changes in the individual's functioning relative to ASAM criteria;

13.1.2. Program termination, including:

13.1.2.1. Administrative discharge;

13.1.2.2. Non-compliance with the program;

13.1.2.3. The individual left the program before completion against advice of treatment staff; and

13.1.3. The individual is inaccessible, due to reasons that may include incarceration or hospitalization.

13.2. The Contractor shall ensure that counselors complete a narrative discharge summary in all cases of individual discharge or transfer. The Contractor shall ensure the discharge summary includes, but is not limited to:

13.2.1. The dates of admission and discharge or transfer.

13.2.2. The individual's psychosocial substance misuse history and legal history.

13.2.3. A summary of the individual's progress toward treatment goals in all ASAM domains.

13.2.4. The reason for discharge or transfer.

13.2.5. The individual's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment.

13.2.6. A summary of the individual's physical and mental health condition at the time of discharge or transfer.

13.2.7. A continuing care plan, including all ASAM domains.

13.2.8. A determination as to whether the individual would be eligible for re-admission to treatment, if applicable.

13.2.9. The dated signature of the counselor completing the summary.

13.3. The Contractor shall ensure the discharge summary is completed:

13.3.1. No later than seven (7) days following an individual's discharge or transfer from the program; or

13.3.2. For withdrawal management services, by the end of the next business day following an individual's discharge or transfer from the program.

13.4. The Contractor shall ensure, when transferring an individual from one level of care to another within the same certified Contractor agency or to another treatment provider, the counselor:

13.4.1. Completes a progress note on the client's treatment and progress towards treatment goals, to be included in the individual's record; and

13.4.2. Updates the individual assessment and treatment plan.

13.5. The Contractor shall forward copies of the information to a receiving provider when transferring an individual to another treatment provider, upon receiving a signed release of confidential information from the individual. The Contractor shall ensure information includes:

13.5.1. The discharge summary;

13.5.2. Individual demographic information, including the individual's name, date of birth, address, telephone number, and the last four (4) digits of their Social Security number; and

13.5.3. A diagnostic assessment statement and other assessment information, including:

13.5.3.1. TB test results;

13.5.3.2. A record of the individual's treatment history; and

13.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.

13.6. The Contractor shall ensure the counselor meets with the individual at the time of discharge or transfer to establish a continuing care plan. The Contractor shall ensure the continuing care plan:

13.6.1. Includes recommendations for continuing care in all ASAM domains;

13.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and

13.6.3. Assists the individual in making contact with other agencies or services.

13.7. The Contractor shall ensure the counselor documents, in the individual's service record, if and why the meeting described above could not take place.

13.8. The Contractor shall ensure individuals receiving services through this Agreement are only administratively discharged for the following reasons:

13.8.1. The individual's behavior on program premises is abusive, violent, or illegal;

13.8.2. The individual is non-compliant with prescription medications;

13.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the individual's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or

13.8.4. The individual violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

14. Individual Service Record System

14.1. The Contractor shall implement a comprehensive system in paper and/or electronic format to maintain service records for each individual receiving services. The Contractor shall ensure service records are:

14.1.1. Organized into related sections with entries in chronological order;

14.1.2. Easy to read and understand;

14.1.3. Complete, containing all the parts;

14.1.4. In compliance with all applicable confidentiality laws, including 42 CFR Part 2 and Exhibit K;

14.1.5. Up-to-date, including notes of most recent contacts; and

14.1.6. Accessible to the Department upon request.

14.2. The Contractor shall ensure service records are organized as follows:

14.2.1. First section, Intake/Initial Information:

14.2.1.1. Identification data, including the individual's:

14.2.1.1.1. Name;

14.2.1.1.2. Date of birth;

14.2.1.1.3. Address;

14.2.1.1.4. Telephone number; and

14.2.1.1.5. The last four (4) digits of the individual's Social Security number;

14.2.1.2. The date of admission;

14.2.1.3. Name, address, and telephone number of the individual's:

14.2.1.3.1. Legal guardian;

14.2.1.3.2. Representative payee;

14.2.1.3.3. Emergency contact;

14.2.1.3.4. The person or entity referring the individual for services, as applicable;

14.2.1.3.5. Primary health care provider;

14.2.1.3.6. Behavioral health care provider, if applicable;

14.2.1.3.7. Public or private health insurance provider(s), or both;

14.2.1.4. The individual's religious preference, if any;

14.2.1.5. The individual's personal health history;

14.2.1.6. The individual's mental health history;

14.2.1.7. Current medications;

14.2.1.8. Records and reports prepared prior to the individual's current admission and determined by the counselor to be relevant; and

14.2.1.9. Signed receipt of notification of individual rights;

14.2.2. Second section, Screening/Assessment/Evaluation:

14.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit B.

14.2.3. Third section, Treatment Planning:

14.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Exhibit B and in this Exhibit B-1; and

14.2.3.2. Signed and dated progress notes and reports from all programs involved.

14.2.4. Fourth section, Discharge Planning:

14.2.4.1. A narrative discharge summary, as required in this Exhibit B-1.

14.2.5. Fifth section, Releases of Information/Miscellaneous:

14.2.5.1. Release of information forms compliant with 42 CFR, Part 2;

14.2.5.2. Any correspondence pertinent to the individual; and

14.2.5.3. Any other pertinent information the Contractor deemed significant.

14.3. If the Contractor utilizes a paper format record system, then the sections identified above shall be tabbed sections.

15. Medication Services

15.1. The Contractor shall ensure no administration of medications, including physician samples, occur except by a licensed medical practitioner working within their scope of practice.

15.2. The Contractor shall ensure all prescription medications brought by an individual to program are in their original containers and legibly display the following information:

15.2.1. The individual's name;

15.2.2. The medication name and strength;

15.2.3. The prescribed dose;

15.2.4. The route of administration;

15.2.5. The frequency of administration; and

15.2.6. The date ordered.

15.3. The Contractor shall ensure any change or discontinuation of prescription medications includes a written order from a licensed practitioner.

15.4. The Contractor shall ensure all prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the individual's person or stored in the individual's room, are stored as follows:

15.4.1. All medications are kept in a storage area that is:

15.4.1.1. Locked and accessible only to authorized personnel;

15.4.1.2. Organized to allow correct identification of each individual's medication(s);

15.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and

15.4.1.4. Equipped to maintain medication at the proper temperature;

15.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, are kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and

15.4.3. Topical liquids, ointments, patches, creams and powder forms of products are stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.

15.5. The Contractor shall ensure medication belonging to staff are only accessible to staff and are stored separately from medications belonging to individuals served.

15.6. The Contractor shall ensure over-the-counter (OTC) medications brought into the program by individuals receiving services are:

15.6.1. In original, unopened containers;

15.6.2. Are stored in accordance with this Exhibit B-1;

15.6.3. Are marked with the name of the individual using the medication; and

15.6.4. Are taken in accordance with the directions on the medication container or as ordered by a licensed practitioner.

15.7. The Contractor shall ensure all medications self-administered by an individual, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the individual without supervision, are supervised by the program staff. The Contractor shall ensure staff:

15.7.1. Remind the individual to take the correct dose of their medication at the correct time;

15.7.2. May open the medication container but do not physically handle the medication itself in any manner; and

15.7.3. Remain with the individual to observe them taking the prescribed dose and type of medication;

15.7.4. Document each medication taken in an individual's medication log, which includes:

15.7.4.1. The medication name, strength, dose, frequency and route of administration;

15.7.4.2. The date and the time the medication was taken;

15.7.4.3. The signature or identifiable initials of the staff supervising the consumption of the medication by the individual receiving services; and

15.7.4.4. The reason for any medication refused or omitted, as applicable.

15.8. The Contractor shall ensure the individual's medication log is included in the individual's record and any remaining medication is taken with the individual upon their discharge.

16. Notice of Rights for Individuals Receiving Services

16.1. The Contractor shall ensure programs inform individuals of their rights in clear, understandable language and form, both verbally and in writing. The Contractor shall ensure:

16.1.1. Applicants for services are informed of their rights to evaluations and access to treatment;

16.1.2. Individuals are advised of their rights upon entry into any program and annually thereafter; and

16.1.3. Initial and annual notifications of individual rights are documented in the individual's record.

16.2. The Contractor shall ensure every program within the service delivery system posts notice of the rights, as follows:

16.2.1. The notice is continually posted in an area accessible by all;

16.2.2. The notice is presented in clear, understandable language and form; and

16.2.3. Each program and residence has, on the premises, complete copies of rules pertaining to individual rights that are available for individual review.

17. Fundamental Rights of Individuals Receiving Services

17.1. The Contractor shall ensure no individual receiving treatment for a substance use disorder is deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.

18. Personal Rights

18.1. The Contractor shall ensure individuals who are applicants for services or receiving services are treated by program staff with dignity and respect at all times.

18.2. The Contractor shall ensure individuals are free from abuse, neglect and exploitation which may include, but is not limited to:

18.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;

18.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the individual or others; and

18.2.3. Freedom from personal or financial exploitation.

18.3. The Contractor shall ensure individuals receiving services retain the right to privacy.

19. Client Confidentiality

19.1. The Contractor shall comply with the confidentiality requirements in 42 CFR part 2.

19.2. The Contractor shall ensure copies of individual service records for the individual, attorney or other authorized person are available at no charge for the first 25 pages and not more than $0.25 per page thereafter, after review of the record.

19.3. The Contractor shall ensure, if a minor age 12 or older is treated for substance use disorders without parental consent as authorized by RSA 318:B12-a:

19.3.1. The minor's signature alone authorizes a disclosure; and

19.3.2. Any disclosure to the minor's parents or guardians requires a signed authorization to release.

20. Grievances of Individuals Receiving Services

20.1. The Contractor shall ensure individuals receiving services have the right to complain about any matter, including any alleged violation of a right afforded by this Exhibit B-1 or by any state or federal law or rule.

20.2. The Contractor shall ensure any person has the right to complain or bring a grievance on behalf of an individual or a group of individuals.

21. Treatment Rights

21.1. The Contractor shall ensure individuals receiving services have the right to adequate and humane treatment, including:

21.1.1. The right of access to treatment including:

21.1.1.1. The right to evaluation to determine an individual's need for services and to determine which programs are most suited to provide the services needed; and

21.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and

21.1.2. The right to quality treatment including:

21.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the individuals and

programs providing the treatment and to the conditions for which the individual is being treated;

21.1.3. The right to receive services in such a manner as to promote the individual's full participation in the community;

21.1.4. The right to receive all services or treatment to which an individual is entitled in accordance with the time frame set forth in the individual's treatment plan;

21.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with this Exhibit B-1 which addresses the individual's own goals;

21.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the individual to participate in meaningful activities in the communities in which the individual lives and works;

21.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:

21.1.7.1. Freedom of movement; and

21.1.7.2. Participation in the community, while providing the level of support needed by the individual;

21.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:

21.1.8.1. Whenever possible, the consent shall be given in writing; and

21.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;

21.1.9. The right to refuse to participate in any form of experimental treatment or research;

21.1.10. The right to be fully informed of one's own diagnosis and prognosis;

21.1.11. The right to voluntary placement including the right to:

21.1.11.1. Seek changes in placement, services or treatment at any time; and

21.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;

21.1.12. The right to services which promote independence including services directed toward:

21.1.12.1. Eliminating, or reducing as much as possible, the individual's needs for continued services and treatment; and

21.1.12.2. Promoting the ability of the individuals to function at their highest capacity and as independently as possible;

21.1.13. The right to refuse medication and treatment;

21.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;

21.1.15. The right to consultation and second opinion including:

21.1.15.1. At the individual's own expense, the consultative services of:

21.1.15.1.1. Private physicians;

21.1.15.1.2. Psychologists;

21.1.15.1.3. Licensed drug and alcohol counselors; and

21.1.15.1.4. Other health practitioners; and

21.1.15.2. Granting to such health practitioners reasonable access to the individual, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;

21.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring an individual's participation and informed decision-making:

21.1.16.1. Guardian;

21.1.16.2. Representative;

21.1.16.3. Attorney;

21.1.16.4. Family member;

21.1.16.5. Advocate; or

21.1.16.6. Consultant; and

21.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical, or pharmacological restraint, unless the individual is at risk of self-harm or harm to others.

21.2. The Contractor shall ensure no treatment professional is required to administer treatment contrary to such professional's clinical judgment.

21.3. The Contractor shall ensure programs maximize the decision-making authority of the individual.

21.4. The Contractor shall ensure the following provisions apply to individuals for whom a guardian has been appointed by a court:

21.4.1. The guardian and all individuals involved in the provision of services are made aware of the individual's views, preferences and aspirations;

21.4.2. A guardian only makes decisions that are within the scope of the powers set forth in the guardianship order issued by the court;

21.4.3. The program requests a copy of the guardianship order from the guardian;

21.4.4. The order is kept in the individual's record at the program;

21.4.5. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the individual's choice and preference relative to those issues prevail unless the guardian's authority is expanded by the court to include those issues;

21.4.6. A program takes steps that are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:

21.4.6.1. Reviewing with the guardian the limits on their decision-making authority; and

21.4.6.2. Bringing the matter to the attention of the court that appointed the guardian, if necessary;

21.4.7. The guardian acts in a manner that furthers the best interests of the individual;

21.4.8. In acting in the best interests of the individual, the guardian takes the views, preferences, and aspirations of the individual into consideration;

21.4.9. The program takes steps that are necessary to prevent a guardian from acting in a manner that does not further the best interests of the individual and, if necessary, brings the matter to the attention of the court that appointed the guardian; and

21.4.10. In the event that there is a dispute between the program and the guardian, the program informs the guardian of their right to bring the dispute to the attention of the court that appointed the guardian.

22. Termination of Services

22.1. The Contractor shall terminate an individual from services if the individual:

22.1.1. Endangers or threatens to endanger other individuals or staff, or engages in illegal activity on the property of the program;

22.1.2. Is no longer benefiting from the service(s) provided;

22.1.3. Cannot agree with the Contractor on a mutually acceptable course of treatment;

22.1.4. Refuses to pay for the services received despite having the financial resources to do so; or

22.1.5. Refuses to apply for benefits that could cover the cost of the services received despite the fact that the individual is or may be eligible for benefits.

22.2. The Contractor shall ensure termination does not occur unless the program has given both written and verbal notice to the individual and individual's guardian, if any, that:

22.2.1. Identifies the effective date of termination;

22.2.2. Lists the clinical or management reasons for termination; and

22.2.3. Explains the rights to appeal and the appeal process.

22.3. The Contractor shall document in the service record of an individual who has been terminated that:

22.3.1. The individual has been notified of the termination; and

22.3.2. The termination has been approved by the program administrator.

23. Rights for Individuals Receiving Residential Programs

23.1. The Contractor shall ensure individuals of residential programs retain the following rights:

23.1.1. The right to a safe, sanitary, and humane living environment;

23.1.2. The right to privately communicate with others, including:

23.1.2.1. The right to send and receive unopened and uncensored correspondence;

23.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive a reasonable number of telephone calls, except that residential programs may require an individual to reimburse them for the cost of any calls made by the individual; and

23.1.2.3. The right to receive and to refuse to receive visitors, except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services;

23.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for individuals to engage in such activities;

23.1.4. The right to privacy, including the following:

23.1.4.1. The right to courtesies that include, but are not limited to, knocking on closed doors before entering and ensuring privacy for telephone calls and visits;

23.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and

23.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;

23.1.5. The right to individual choice, including the following:

23.1.5.1. The right to keep and wear their own clothes;

23.1.5.2. The right to space for personal possessions;

23.1.5.3. The right to keep and to read materials of their own choosing;

23.1.5.4. The right to keep and spend their own money; and

23.1.5.5. The right not to perform work for the Contractor and to be compensated for any work performed, except that:

23.1.5.5.1. Individuals may be required to perform personal housekeeping tasks within the individual's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and

23.1.5.5.2. Individuals may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the individual is compensated for work performed; and

23.1.5.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.

23.2. The Contractor shall ensure policies governing individual behavior within a residence are developed, implemented, and available to the Department as requested. The Contractor shall ensure:

23.2.1. Individuals are informed of any house policies upon admission to the residence.

23.2.2. House policies are posted and such policies shall conform to this section.

23.2.3. House policies are periodically reviewed for compliance with this section in connection with quality assurance site visits.

23.2.4. Notwithstanding Section 23.1.4.3 above, development of policies and procedures allowing searches for alcohol and illicit drugs to be conducted:

23.2.4.1. Upon the individual's admission to the program; and

23.2.4.2. If probable cause exists, including such proof as:

23.2.4.2.1. A positive test showing presence of alcohol or illegal drugs; or

23.2.4.2.2. Showing physical signs of intoxication or withdrawal.

24. State and Federal Requirements

24.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall take precedence. The requirements specified below are provided herein to increase the Contractor's compliance.

24.2. The Contractor agrees to the following state and/or federal requirements for specialty treatment for pregnant and parenting women:

24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.2. The program provides or arranges for primary medical care for women who are receiving substance use disorder services, including prenatal care.

24.2.3. The program provides or arranges for childcare with the women are receiving services.

24.2.4. The program provides or arranges for primary pediatric care for the women's children, including immunizations.

24.2.5. The program provides or arranges for gender-specific substance use disorder treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, neglect, and parenting.

24.2.6. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.

24.2.7. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.

24.3. The Contractor shall assist the individual in finding and engaging in a service, which may include, but is not limited to, helping the individual locate an

appropriate provider, referring individuals to the needed service provider, setting up appointments for individuals with those providers, and assisting the individual with attending appointments with the service provider(s).

24.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:

24.4.1. Within seven (7) days of reaching 90% of capacity, the program notifies the Department that 90% capacity has been reached.

24.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug use not later than:

24.4.2.1. 14 days after making the request; or

24.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance use disorder treatment program.

24.4.3. The program has established a waitlist that includes a unique patient identifier for each injecting drug user seeking treatment, including individuals receiving interim services while awaiting admission.

24.4.4. The program has a mechanism that enables it to:

24.4.4.1. Maintain contact with individuals awaiting admission;

24.4.4.2. Admit or transfer waiting list individuals at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the individual; and

24.4.4.3. The program takes individuals awaiting treatment off the waiting list only when one of the following conditions exist:

24.4.4.3.1. Individuals cannot be located for admission into treatment or

24.4.4.3.2. Individuals refuse treatment

24.4.5. The program includes activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.

24.4.6. The program has procedures for:

24.4.6.1. Selecting, training, and supervising outreach workers.

24.4.6.2. Contacting, communicating, and following up with individuals at high-risk of substance misuse, their associates, and



neighborhood residents within the constraints of Federal and State confidentiality requirements.

24.4.6.3. Promoting awareness among people who inject drugs about the relationship between injection drug use and communicable diseases.

24.4.6.4. Recommending steps that can be taken to ensure communicable diseases do not occur.

24.4.7. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance use disorder services, except in cases when each of the following conditions is met:

24.4.7.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.

24.4.7.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.

24.4.7.3. A physician makes a determination that the following conditions have been met:

24.4.7.3.1. The primary diagnosis of the individual is substance use disorder and the physician certifies that fact.

24.4.7.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.

24.4.7.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.

24.4.7.3.4. The hospital-based substance use disorder program follows national standards of substance use disorder professional practice.

24.4.7.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)

24.4.8. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.

24.4.9. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.

24.4.10. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.

24.4.11. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.

24.4.12. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.

24.4.13. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.

24.4.14. The program uses the SAPT Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:

24.4.14.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program; and

24.4.14.2. Secure payments from individuals for services in accordance with their ability to pay.

24.4.15. The Contractor shall comply with all relevant state and federal laws such as but not limited to:

24.4.15.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale in Exhibit C shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.

24.4.15.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 25.00%, federal funds from the Substance Abuse Prevention and Treatment Block Grant, as awarded October 1, 2020 and October 1, 2022, by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, CFDA 93.959 FAIN TI083464.
   1.2. 44.26%, federal funds from the State Opioid Response Grant, as awarded September 30, 2021, by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, CFDA # 93.788, FAIN TI083326, which are only ***effective from the contract effective date through September 29, 2022***.
   1.3. 12.88% General funds.
   1.4. 17.87% Other funds (Governors Commission).
2. For the purposes of this Agreement:
   2.1. The Department has identified the Contractor as a SUBRECIPIENT, in accordance with 2 CFR 200.331.
   2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
   2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
3. 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 item, as specified in Exhibits C-1, SUD Treatment Services Budget through Exhibit C-9, Women's Services Budget.
   3.1. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
   3.2. Ensure approval for Exhibits C-1, SUD Treatment Services Budget through Exhibit C-9, Women's Service Budget is received from the Department prior to submitting invoices for payment.
   3.3. Request payment for actual expenditures incurred in the fulfillment of this Agreement, and in accordance with the Department-approved budgets.
4. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 days from the contract Effective Date, which shall be retained by the Department. The Contractor shall submit budgets as follows:

4.1. One (1) budget for each tiered service that specifies expenses for the period from October 1, 2021 through June 30, 2022, as follows:

4.1.1. Exhibit C-1, SUD Treatment Services Budget

4.1.2. Exhibit C-2, Transitional Living Program Budget

4.1.3. Exhibit C-3, Women's Services Budget

5. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2022, which shall be retained by the Department. The Contractor shall submit budgets as follows:

5.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2022 through June 30 2023, as follows:

5.1.1. Exhibit C-4, SUD Treatment Services Budget

5.1.2. Exhibit C-5, Transitional Living Program Budget

5.1.3. Exhibit C-6, Women's Services Budget

6. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2023, which shall be retained by the Department. The Contractor shall submit budgets as follows:

6.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2023 through September 29, 2023, as follows:

6.1.1. Exhibit C-7, SUD Treatment Services Budget

6.1.2. Exhibit C-8, Transitional Living Program Budget

6.1.3. Exhibit C-9, Women's Services Budget

7. The Contractor shall bill and seek reimbursement for services provided to individuals as follows:

7.1. 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.

7.2. 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.

For individuals whose private insurer will not remit payment for the full amount, the Contractor shall bill the individual based on the sliding fee scale below.

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT C

Percentage of Individual's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit C-1, to Charge the Individual
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

7.3. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in approved budgets for which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor shall directly bill the Department to access funds in this Agreement.

7.4. Invoices for individuals without health insurance or other coverage for the services they receive, and for operational costs must include general ledger detail indicating the invoice is only for net expenses and must reflect only amounts up to the current Medicaid rate for the services provided.

7.5. Services provided to incarcerated individuals will be reimbursable only with General Funds and Governor Commission Funds for actual costs incurred, and payable upon Department approval.

8. Additional Billing Information for Room & Board for individuals receiving Medicaid who are in resdential or transitional living level of care and who have Opioid Use Disorder (OUD) or Stimulant Use Disorder, as defined in the SOR grant of which funding is only available ***from the contract effective date through September 29, 2022***.

8.1. The Contractor shall invoice the Department for Room and Board payments up to ***$100*** per day for individuals receiving Medicaid who also have OUD or Stimulant Use Disorders in residential level of care.

8.2. The Contractor shall invoice the Department for Room and Board payments up to ***$75*** per day for individuals receiving Medicaid who also have OUD or Stimulant Use Disorders in transition living level of care.

8.3. With the exception of room and board payments for transitional living, the Contractor shall not bill the Department for Room and Board payments In excess of ***$576,225***.

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8.4. The Contractor shall maintain documentation that includes, but is not limited to:

8.4.1. Medicaid ID of the individual receiving services.

8.4.2. WITS ID of the individual receiving services, if applicable.

8.4.3. Period for which room and board payments apply.

8.4.4. Level of Care for which the individual received services for the date range identified in 8.4.3.

8.4.5. Amount being billed to the Department for the service.

8.5. The Contractor shall ensure individuals receiving services rendered from SOR funds have a documented history or current diagnoses of Opioid Use Disorder (OUD) or Stimulant Use Disorders.

8.6. The Contractor shall coordinate ongoing client care for all individuals with documented history or current diagnoses of OUD or Stimulant Use Disorder, receiving services rendered from SOR funds, with Doorways in accordance with 42 CFR Part 2.

8.7. The Contractor shall only bill room and board for individuals with OUD and/or Stimulant Use Disorders that are Medicaid coded for either residential and/or transitional living services.

9. Non-Reimbursement for Services

9.1. The Department shall not reimburse the Contractor for services provided through this contract when a individual has or may have an alternative payer for services described in the Exhibit B, Scope of Work, including, but not limited to:

9.1.1. Services covered by any New Hampshire Medicaid programs for individuals who are eligible for New Hampshire Medicaid.

9.1.2. Services covered by Medicare for individuals who are eligible for Medicare.

9.2. Notwithstanding Section 9.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a individual needs a service that is not covered by the payers listed in Section 9.1.

9.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.

9.4. Notwithstanding Section 9.1 above, when payment of the deductible or copay would constitute a financial hardship for the individual, the Contractor shall seek reimbursement from the State for the deductible based on the sliding fee scale, not to exceed $4,000 per individual per treatment episode.

9.5. For the purposes of this section, financial hardship is defined as the individual's monthly household income being less than the deductible plus the federally-defined monthly cost of living (COL), and

9.5.1. If the individual owns a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	$3,119.90	$3,964.90	$4,252.10	$4,798.80	$4,643.90

9.5.2. If the individual does not own a vehicle:

	Family Size				
Monthly COL	1	2	3	4	5+
	$2,570.90	$3,415.90	$3,703.10	$4,249.80	$4,643.90

10. The Contractor shall submit an invoice and supporting backup documentation to the Department no later than the 15th working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall:

10.1. Ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

10.2. Ensure invoices are net any other revenue received towards the services billed in fulfillment of this Agreement.

10.3. Ensure backup documentation includes, but is not limited to:

10.3.1. General Ledger showing revenue and expenses for the contract.

10.3.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.

10.3.2.1. Per 45 CFR Part 75.430(i)(1), charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.

10.3.2.2. Attestation and time tracking templates, which are available to the Department upon request.

10.3.3. Receipts for expenses within the applicable state fiscal year.

10.3.4. Cost center reports.

10.3.5. Profit and loss repors.

10.3.6. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.

10.3.7. Information requested by the Department verifying allocation or offset based on third party revenue received.

10.3.8. Summaries of patient services revenue and operating revenue and other financial infofrmation as requested by the Department.

11. The Contractor shall review and comply with further restrictions included in the Funding Opportunity Announcement (FOA).

12. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.invoicesforcontracts@dhhs.nh.gov, or invoices may be mailed to:

    Program Manager
    Department of Health and Human Services
    Bureau of Drug & Alcohol Services
    105 Pleasant Street
    Concord, NH 03301

13. The Contractor agrees that billing submitted for review 60 days after the last day of the billing month may be subject to non-payment.

14. The Department shall make payment to the Contractor within 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.

15. The final invoice shall be due to the Department no later than 40 days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

16. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.

17. 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.

18. 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.

19. 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.

20. Audits

20.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if **any** of the following conditions exist:

20.1.1. 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.

20.1.2. 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.

20.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

20.2. 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.

20.3. 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.

20.4. 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.

20.5. 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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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

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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:

9/14/2021
Date

DocuSigned by:
Maria Devlin
Name: Maria Devlin
Title: President & CEO

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DocuSign Envelope ID: 72AF0DCD-8D62-47E2-9AF7-E6112F681802

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:

9/14/2021
Date

DocuSigned by:
Maria Devlin
Name: Maria Devlin
Title: President & CEO

DocuSign Envelope ID: 09A81949-1C17-4C27-A5C7-81DDB0FDA1BF

DocuSign Envelope ID: 72AF0DCD-8D62-47E2-9AF7-E6112F681802

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 MD
Date 9/14/2021

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 (l)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

9/14/2021
Date

DocuSigned by:
Maria Devlin
A53172B74E40C...
Name: Maria Devlin
Title: President & CEO

Contractor Initials: DS MD
Date: 9/14/2021

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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.

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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:
Maria Devlin
X333172B74E140C...

9/14/2021
Date

Name: Maria Devlin
Title: President & CEO

DocuSign Envelope ID: 09A81949-1C17-4C27-A5C7-81DDB0FDA1BF

DocuSign Envelope ID: 72AF0DCD-8D62-47E2-9AF7-E6112F681802

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:

9/14/2021
Date

DocuSigned by:
Maria Devlin
A333172B74E240C...
Name: Maria Devlin
Title: President & CEO

DS
MD
Contractor Initials

9/14/2021
Date

DocuSign Envelope ID: 09A81949-1C17-4C27-A5C7-81DDB0FDA1BF

DocuSign Envelope ID: 72AF0DCD-8D62-47E2-9AF7-E6112F681802

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

Contractor Initials MD

Date 9/14/2021

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

Contractor Initials MD

Date 9/14/2021

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) 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 Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	FIT-NHNH, Inc
The State	Name of the Contractor
DocuSigned by: Katja Fox ED0D06B04C63442...	DocuSigned by: Maria Devlin A533172B74E140C...
Signature of Authorized Representative	Signature of Authorized Representative
Katja Fox	Maria Devlin
Name of Authorized Representative	Name of Authorized Representative
Director	President & CEO
Title of Authorized Representative	Title of Authorized Representative
9/14/2021	9/14/2021
Date	Date

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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:
Maria Devlin
A533...

9/14/2021
Date

Name: Maria Devlin
Title: President & CEO

DS
MD

Contractor Initials

9/14/2021
Date

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 825360399

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

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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

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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.

DS
MD
Contractor Initials _____

Date 9/14/2021

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

DS MD

Contractor Initials _____

9/14/2021

Date _____

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Grafton County New Hampshire ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 13, (Item #30), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.8., Assistance Enrolling in Insurance Programs, Paragraph 3.8.1., by adding Subparagraph 3.8.1.4. as follows:

   3.8.1.4. New Hampshire Medicare programs.

2. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.11. Coordination of Care, by adding Subparagraph 3.11.13. as follows:

   3.11.13. The Contractor shall use a referral system, which has been approved by the Department, to connect individuals to health and social service providers, as needed.

3. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.17. State Opioid Response (SOR) Grant Standards, to read:

   3.17. RESERVED

4. Modify Exhibit B, Section 6, Staffing, Subsection 6.1., Paragraph 6.1.1. to read:

   6.1.1. A minimum of one (1) New Hampshire Licensed Supervisor.

5. Modify Exhibit B, Section 6, Staffing, Subsection 6.11. to read:

   6.11. The Contractor shall ensure no Licensed Supervisor shall supervise more than 12 staff unless the Department has approved an alternative supervision plan.

6. Modify Exhibit B, Section 11, Additional Terms, Subsection 11.3, Credits and Copyright Ownership, Paragraph 11.3.1. to read:

   11.3.1. If the Contractor publicly references or markets their use of American Society of Addiction Medicine (ASAM) criteria, or utilizes language related to ASAM levels of care in promotion or marketing of their services, the Contractor shall:

   11.3.1.1. Sign and have in effect, Exhibit L, Amendment #1, Sample End User License Agreement with the Department, prior to such referencing or

marketing.

11.3.1.2. Comply with the executed End User Agreement, or shall otherwise not be permitted to publicly reference or market the use of anything related to ASAM.

7. Modify Exhibit B, by adding Section 12, Maintenance of Fiscal Integrity, as follows:

12. Maintenance of Fiscal Integrity

12.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement (total organization and program-level), and Cash Flow Statement for the Contractor. Program-level Profit and Loss Statement shall include all revenue sources and all related expenditures for that program. The program-level Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Outside of the program-level Profit and Loss Statement and budget to actual analysis, all other statements shall be reflective of the entire Grafton County New Hampshire organization and shall be submitted on the same day the reports are submitted to the Board, but no later than the fourth (4th) Wednesday of the month. Additionally, the Contractor will provide interim profit and loss statements for every program area, reported as of the 20th of the month, by the last day of every month. The Contractor will be evaluated on the following:

12.1.1. Days of Cash on Hand:

12.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

12.1.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock. Any amount of cash from a line of credit should be broken out separately.

12.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of 30 calendar days with no variance allowed.

12.1.2. Current Ratio:

12.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

12.1.2.2. Formula: Total current assets divided by total current liabilities.

12.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

12.1.3. Debt Service Coverage Ratio:

12.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

12.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

12.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next 12 months.

12.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

12.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

12.1.4. Net Assets to Total Assets:

12.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

12.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

12.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

12.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.

12.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

12.1.5. Total Lines of Credit:

12.1.5.1. The Contractor will provide a listing of every line of credit and amount outstanding for each line.

12.1.5.2. The Contractor will report on any new borrowing activities.

12.1.5.3. The Contractor will report on any instances of non-compliance with any loan covenant or agreement.

12.2. In the event that the Contractor does not meet either:

12.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

12.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months; or

12.2.3. Does not meet the reporting timeframe; then

12.3. The Department may exercise any of the following:

12.3.1. Require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards;

12.3.2. Notwithstanding paragraph 8 of the General Provisions, Form P-37 of this Agreement, require the Contractor to submit a comprehensive

corrective action plan within 30 calendar days of notification that 12.2.1. and/or 12.2.2. have not been met;

12.3.2.1. If a corrective action plan is required, the Contractor shall update the corrective action plan at least every 30 calendar days until compliance is achieved.

12.3.2.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

12.3.3. Terminate the contract pursuant to the General Provisions, Form P-37 of this Agreement.

8. Modify Exhibit B-1, Operational Requirements, by replacing it in its entirety with Exhibit B-1, Amendment #1, Operational Requirements, which is attached hereto and incorporated by reference herein.
9. Modify Exhibit C, Payment Terms, by replacing it in its entirety with Exhibit C, Amendment #1, Payment Terms, which is attached hereto and incorporated by reference herein.
10. Modify Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, by replacing it in its entirety with Exhibit I – Amendment #1, Health Insurance Portability and Accountability Act Business Associate Agreement, which is attached hereto and incorporated herein.
11. Add Exhibit L, Amendment #1, Sample, ASAM End User License Agreement, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

2/22/2022
Date

DocuSigned by:
Katja S. Fox
ED9D05B04C63442...
Name: Katja S. Fox
Title: Director

Grafton County New Hampshire

2/22/2022
Date

DocuSigned by:
Julie Libby
7485A38EA0D54AA...
Name: Julie Libby
Title: County Administrator

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

2/22/2022
Date

DocuSigned by:
Robyn Guarino
748734844941460...
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Operational Requirements

1. **Requirements for Organizational or Program Changes.**
   1.1. The Contractor shall provide written notification to the Department no later than 30 days prior to changes in:
      1.1.1. Ownership;
      1.1.2. Physical location; or
      1.1.3. Name.
   1.2. The Contractor shall submit a copy of the certificate of amendment from the New Hampshire Secretary of State with the effective date of the change to the Department, when there is a change of the ownership, physical location, or name of the organization.
2. **Inspections and Enforcement Remedies**
   2.1. The Contractor shall allow any Department representative at any time to be admitted on the premises to inspect:
      2.1.1. The facility;
      2.1.2. All programs and services provided through this Agreement; and
      2.1.3. Any records required by the Agreement.
   2.2. The Contractor shall be issued a notice of deficiencies when the Department determines that the Contractor is not in compliance with contract requirements. The Contractor shall receive written notice from the Department, as applicable which:
      2.2.1. Identifies each deficiency;
      2.2.2. Identifies the specific proposed remedy(ies).
   2.3. The Contractor shall receive notice from the Department for violations of contract requirements, that may include, but is not limited to:
      2.3.1. The requirement to submit a Plan of Correction (POC).
      2.3.2. The imposition of a directed POC from the Department.
      2.3.3. Termination of the Agreement in accordance with the General Provisions, Form P-37.
3. **Plans of Corrective Action**
   3.1. Notwithstanding paragraph 8, Event of Default, and paragraph 9, Termination of the General Provisions, Form P-37, the Contractor shall submit a written Plan of Correction (POC) to the Department within 21 days of receiving a notice of deficiencies, for review and acceptance. The Contractor shall ensure the POC includes, but is not limited to:

3.1.1. Steps to be taken to correct each deficiency.

3.1.2. Measures that will be put in place.

3.1.3. System changes to be made to ensure that the deficiency does not recur.

3.1.4. The date by which each deficiency will be corrected, ensuring the correction occurs no later than 90 days from the date the POC is submitted to the Department.

3.2. The Contractor shall ensure each POC:

3.2.1. Achieves compliance with contract requirements;

3.2.2. Addresses all deficiencies and deficient practices as cited in the notice of deficiencies; and

3.2.3. Mitigates the likelihood of a new violation of contract requirements as a result of implementation of the POC.

3.3. The Department shall notify the Contractor of the reasons for rejection of the POC, if the POC is not accepted. The Contractor shall:

3.3.1. Develop and submit a revised POC within 21 days of the date of the written notification of POC rejections.

3.3.2. Ensure the revised POC complies with POC standards identified above.

3.4. The Contractor shall be subject to a directed POC from the Department that specifies the corrective actions to be taken when:

3.4.1. Deficiencies were identified during an inspection that require immediate corrective action to protect the health and safety of the individuals receiving services or staff providing services.

3.4.2. The original POC is not submitted within 21 days of the date of the written notification of deficiencies;

3.4.3. The revised POC is rejected by the Department; or

3.4.4. The POC is not implemented by the completion date identified in the Department-accepted POC.

3.5. The Contractor shall admit and allow the Department access to the premises and records related to the Department-accepted POC, after the completion date identified in the POC, in order to verify the implementation of the POC, which may include, but is not limited to:

3.5.1. Review of materials submitted by the Contractor;

3.5.2. Follow-up inspection; or

3.5.3. Review of compliance during the next scheduled inspection.

4. **Duties and Responsibilities**

4.1. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to individuals on an ongoing basis.

4.2. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.

4.3. The Contractor shall employ an administrator responsible for the day-to-day operations of services provided in this Agreement. The Contractor shall:

4.3.1. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and

4.3.2. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor, the staff position(s) to be delegated, and the authority and responsibility to act in the administrator's behalf when the administrator is absent.

4.4. The Contractor shall ensure the following documents are posted in a public area:

4.4.1. A copy of the Contractor's policies and procedures relative to the implementation of rights and responsibilities for individuals receiving services, including confidentiality per 42 CFR Part 2; and

4.4.2. The Contractor's plan for fire safety, evacuation, and emergencies, identifying the location of, and access to all fire exits.

4.5. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the Department.

4.6. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the Department, and all court orders.

4.7. The Contractor shall follow the required procedures for the care of the individuals, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007 for residential programs, if the Contractor accepts an individual who is known to have a disease reportable under NH Administrative Rule He-P 301, or an infectious disease.

4.8. The Contractor shall comply with state and federal regulations on confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12.

4.9. The Contractor shall develop policies and procedures regarding the release of information contained in individual service records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.

4.10. The Contractor shall ensure all records relating to services provided through this Agreement are legible, current, accurate, and available to the Department during an inspection or investigation.

4.11. The Contractor shall ensure service site(s) are accessible to individuals with a disability, using Americans with Disabilities Act (ADA) accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq. The Contractor shall ensure service sites include:

4.11.1. A reception area separate from living and treatment areas;

4.11.2. A private space for personal consultation, charting, treatment and social activities, as applicable;

4.11.3. Secure storage of active and closed confidential individual records; and

4.11.4. Separate and secure storage of toxic substances.

4.12. The Contractor shall establish a code of ethics for staff that includes a mechanism for reporting unethical conduct.

4.13. The Contractor shall develop, implement, and maintain specific policies, including:

4.13.1. Rights, grievance, and appeals policies and procedures for individuals receiving services;

4.13.2. Progressive discipline, leading to administrative discharge;

4.13.3. Reporting and appealing staff grievances;

4.13.4. Alcohol and other drug use while in treatment;

4.13.5. Individual and employee smoking that are in compliance with Exhibit B, Section 3.16;

4.13.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;

4.13.7. Holding an individual's possessions;

4.13.8. Secure storage of staff medications;

4.13.9. Medication belonging to individuals receiving services;

4.13.10. Urine specimen collection, as applicable, that:

4.13.10.1. Ensures collection is conducted in a manner that preserves individual privacy as much as possible; and

4.13.10.2. Minimizes falsification;

4.13.11. Safety and emergency procedures on:

4.13.11.1. Medical emergencies;

4.13.11.2. Infection control and universal precautions, including the use of protective clothing and devices;

4.13.11.3. Reporting injuries;

4.13.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures; and

4.13.11.5. Emergency closings.

4.13.12. The Contractor shall develop, implement and maintain procedures for:

4.13.12.1. Protection of individual records that govern use of records, storage, removal, conditions for release of information, and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and

4.13.12.2. Quality assurance and improvement.

5. Collection of Fees.

5.1. The Contractor shall maintain procedures regarding collections from individual fees, co-insurance payments, cost-shares, private or public insurance, and other payers responsible for the individual's finances; and

5.2. The Contractor shall provide the individual, and the individual's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge at the time of screening and admission,

6. Screening and Denial of Services

6.1. The Contractor shall maintain a record of all individual screenings, including:

6.1.1. The individual's name and/or unique identifier;

6.1.2. The individual's referral source;

6.1.3. The date of initial contact from the individual or referring agency;

6.1.4. The date of screening; and

6.1.5. The result of the screening, including the reason for denial of services if applicable;

6.2. The Contractor shall record all referrals to and coordination with the Doorway and interim services or the reason that the referral was not made; for any individual who is placed on a waitlist. The Contractor shall:

6.2.1. Record all contact with the individual between screening and removal from the waitlist; and

6.2.2. Record the date the individual was removed from the waitlist and the reason for removal.

6.3. In the instance an individual requesting services is denied service(s), the Contractor shall:

6.3.1. Inform the individual of the reason for denial of service(s); and

6.3.2. Assist the individual in identifying and accessing appropriate available treatment.

6.4. The Contractor shall not deny services to an individual solely because the individual:

6.4.1. Previously left treatment against the advice of staff;

6.4.2. Relapsed from an earlier treatment;

6.4.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or

6.4.4. Has been diagnosed with a mental health disorder.

6.5. The Contractor shall report on denial of services to individuals at the request of the Department.

7. **Staffing Requirements**

7.1. The Contractor shall develop current job descriptions for all staff, including contracted staff, volunteers, and student interns, which includes:

7.1.1. Job title;

7.1.2. Physical requirements of the position;

7.1.3. Education and experience requirements of the position;

7.1.4. Duties of the position;

7.1.5. Positions supervised; and

7.1.6. Title of immediate supervisor.

7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which includes, but is not limited to:

7.2.1. Requiring a prospective employees to sign a releases to allow the Contractor to conduct a criminal record check;

7.2.2. Requiring the administrator or designee to obtain and review criminal record checks from the New Hampshire Department of Safety for each prospective employee;

7.2.3. Ensuring criminal record check standards are reviewed to ensure the health, safety, or well-being of individuals, beyond which shall be reason for non-selection for employment, including the following:

7.2.3.1. Felony convictions in this or any other state;

7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and

7.2.3.3. Findings by the Department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and

7.2.4. Waiver of 7.2.3 above for good cause shown.

7.3. The Contractor shall ensure all staff, which includes contracted staff, meet the educational, experiential, and physical qualifications of the position as listed in their job description. The Contractor shall ensure staff:

7.3.1. Do not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;

7.3.2. Are licensed, registered or certified as required by state statute and as applicable;

7.3.3. Receive an orientation within the first three (3) days of work or prior to direct contact with individuals, which includes:

7.3.3.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;

7.3.3.2. The Contractor's policies on the rights, responsibilities, and complaint procedures for individuals receiving services;

7.3.3.3. Federal and state confidentiality requirements;

7.3.3.4. Grievance procedures;

7.3.3.5. Job duties, responsibilities, policies, procedures, and guidelines;

7.3.3.6. Topics covered by both the administrative and personnel manuals;

7.3.3.7. The Contractor's infection prevention program;

7.3.3.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of staff in an emergency; and

7.3.3.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and

7.3.4. Sign and date documentation that they have taken part in an orientation as described above;

7.3.5. Complete a mandatory annual in-service education, which includes a review of all elements described above.

7.4. The Contractor shall ensure, prior to having contact with individuals receiving services, that employees and contracted employees:

7.4.1. Submit proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:

7.4.1.1. The name of the examinee;

7.4.1.2. The date of the examination;

7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;

7.4.1.4. Results of a 2-step TB test, Mantoux method or other method approved by the Centers for Disease Control; and

7.4.1.5. The dated signature of the licensed health practitioner.

7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and

7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium TB through shared air space with persons with infectious TB.

7.5. The Contractor shall ensure employees, contracted employees, volunteers and independent Contractors who have direct contact with individuals who have a history of TB or a positive skin test have a symptomatology screen of a TB test.

7.6. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student intern, volunteer, and contracted staff, which includes, but is not limited to:

7.6.1. A completed application for employment or a resume.

7.6.2. Identification data.

7.6.3. The education and work experience of the employee.

7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:

7.6.4.1. Position title;

7.6.4.2. Qualifications and experience; and

7.6.4.3. Duties required by the position.

7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable.

7.6.6. A signed and dated record of orientation as required above.

7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable.

7.6.8. Records of screening for communicable diseases results required above.

7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary.

7.6.10. Documentation of annual in-service education as required above that includes date of completion and signature of staff.

7.6.11. Information as to the general content and length of all continuing education or educational programs attended;

7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the individual's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy;

7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that the individual:

7.6.13.1. Does not have a felony conviction in this or any other state;

7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect, or exploitation or pose a threat to the health, safety or well-being of an individual; and

7.6.13.3. Has not had a finding by the Department or any administrative agency in NH or any other state for assault, fraud, abuse, neglect or exploitation of any person; and

7.6.14. Documentation of the criminal records check and any waivers, as applicable.

7.7. An individual need not re-disclose any of the matters in the criminal background check if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.

8. **Clinical Supervision of Unlicensed Counselors**

8.1. The Contractor shall ensure all unlicensed counselors providing treatment, education and/or recovery support services; and all uncertified CRSWs, are under the direct supervision of a licensed supervisor.

8.2. The Contractor shall ensure no licensed supervisor supervises more than 12 unlicensed staff, unless the Department has approved an alternative supervision plan.

8.3. The Contractor shall ensure unlicensed counselors receive a minimum of one (1) hour of supervision for every 20 hours of direct contact with individuals receiving services;

8.4. The Contractor ensures supervision is provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;

8.5. The Contractor shall ensure supervision includes:

8.5.1. Review of case records;

8.5.2. Observation of interactions with individuals receiving services;

8.5.3. Skill development; and

8.5.4. Review of case management activities;

8.6. The Contractor shall ensure supervisors maintain a log of the supervision date, duration, content and who was supervised by whom; and

8.7. The Contractor shall ensure staff licensed or certified shall receive supervision in accordance with the requirement of their licensure.

9. Orientation for Individuals Receiving Services

9.1. The Contractor shall conduct an orientation for individuals receiving services upon admission to program, either individually or by group, that includes:

9.1.1. Rules, policies, and procedures of the program and facility;

9.1.2. Requirements for successfully completing the program;

9.1.3. The administrative discharge policy and the grounds for administrative discharge;

9.1.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements;

9.1.5. Requiring the individual to sign and date a receipt that the orientation was conducted.

10. Treatment Plans

10.1. The Contractor shall ensure a licensed counselor or an unlicensed counselor, under the supervision of a licensed counselor, develops and maintains a written treatment plan for each individual receiving services in accordance with

SAMHSA TAP 21: Addiction Counseling Competencies, which addresses all ASAM domains. The Contractor shall ensure the treatment plan:

10.1.1. Identifies the individual's clinical needs, treatment goals, and objectives.

10.1.2. Identifies the individual's strengths and resources for achieving goals and objectives above;

10.1.3. Defines the strategy for providing services to meet the individual's needs, goals, and objectives;

10.1.4. Identifies and documents referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;

10.1.5. Provides the criteria for terminating specific interventions;

10.1.6. Includes specification and description of the indicators to be used to assess the individual's progress;

10.1.7. Includes documentation of participation in the treatment planning process or the reason why the individual did not participate; and

10.1.8. Includes signatures of the individual and the counselor agreeing to the treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.

10.1.9. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB.

11. Group education and counseling

11.1. The Contractor shall maintain an outline of each educational and group therapy session provided.

12. Progress notes

12.1. The Contractor shall ensure progress notes are completed for each individual, group, or family treatment or education session.

12.2. The Contractor shall ensure progress notes include, but not limited to:

12.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;

12.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and

12.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session.

13. Discharge

13.1. The Contractor shall discharge an individual from a program for the following reasons:

13.1.1. Program completion or transfer based on changes in the individual's functioning relative to ASAM criteria;

13.1.2. Program termination, including:

13.1.2.1. Administrative discharge;

13.1.2.2. Non-compliance with the program;

13.1.2.3. The individual left the program before completion against advice of treatment staff; and

13.1.3. The individual is inaccessible, due to reasons that may include incarceration or hospitalization.

13.2. The Contractor shall ensure that counselors complete a narrative discharge summary in all cases of individual discharge. The Contractor shall ensure the discharge summary includes, but is not limited to:

13.2.1. The dates of admission and discharge.

13.2.2. The individual's psychosocial substance misuse history and legal history.

13.2.3. A summary of the individual's progress toward treatment goals in all ASAM domains.

13.2.4. The reason for discharge.

13.2.5. The individual's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment.

13.2.6. A summary of the individual's physical and mental health condition at the time of discharge.

13.2.7. A continuing care plan, including all ASAM domains.

13.2.8. A determination as to whether the individual would be eligible for re-admission to treatment, if applicable.

13.2.9. The dated signature of the counselor completing the summary.

13.3. The Contractor shall ensure the discharge summary is completed:

13.3.1. No later than seven (7) days following an individual's discharge from the program; or

13.3.2. For withdrawal management services, by the end of the next business day following an individual's discharge from the program.

13.4. The Contractor shall ensure, when transferring an individual from one level of care to another within the same certified Contractor agency or to another treatment provider, the counselor:

13.4.1. Completes a progress note on the client's treatment and progress towards treatment goals, to be included in the individual's record; and

13.4.2. Updates the individual evaluation and treatment plan.

13.5. The Contractor shall forward copies of the information to a receiving provider when discharging an individual to another treatment provider, upon receiving a signed release of confidential information from the individual. The Contractor shall ensure information includes:

13.5.1. The discharge summary;

13.5.2. Individual demographic information, including the individual's name, date of birth, address, telephone number, and the last four (4) digits of their Social Security number; and

13.5.3. A diagnostic assessment statement and other assessment information, including:

13.5.3.1. TB test results;

13.5.3.2. A record of the individual's treatment history; and

13.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.

13.6. The Contractor shall ensure the counselor meets with the individual at the time of discharge or transfer to establish a continuing care plan. The Contractor shall ensure the continuing care plan:

13.6.1. Includes recommendations for continuing care in all ASAM domains;

13.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and

13.6.3. Assists the individual in making contact with other agencies or services.

13.7. The Contractor shall ensure the counselor documents, in the individual's service record, if and why the meeting described above could not take place.

13.8. The Contractor shall ensure individuals receiving services through this Agreement are only administratively discharged for the following reasons:

13.8.1. The individual's behavior on program premises is abusive, violent, or illegal;

13.8.2. The individual is non-compliant with prescription medications;

13.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the individual's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or

13.8.4. The individual violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

14. **Individual Service Record System**

14.1. The Contractor shall implement a comprehensive system in paper and/or electronic format to maintain service records for each individual receiving services. The Contractor shall ensure service records are:

14.1.1. Organized into related sections with entries in chronological order;

14.1.2. Easy to read and understand;

14.1.3. Complete, containing all the parts;

14.1.4. In compliance with all applicable confidentiality laws, including 42 CFR Part 2 and Exhibit K;

14.1.5. Up-to-date, including notes of most recent contacts; and

14.1.6. Accessible to the Department upon request.

14.2. The Contractor shall ensure service records are organized as follows:

14.2.1. First section, Intake/Initial Information:

14.2.1.1. Identification data, including the individual's:

14.2.1.1.1. Name;

14.2.1.1.2. Date of birth;

14.2.1.1.3. Address;

14.2.1.1.4. Telephone number; and

14.2.1.1.5. The last four (4) digits of the individual's Social Security number;

14.2.1.2. The date of admission;

14.2.1.3. Name, address, and telephone number of the individual's:

14.2.1.3.1. Legal guardian;

14.2.1.3.2. Representative payee;

14.2.1.3.3. Emergency contact;

14.2.1.3.4. The person or entity referring the individual for services, as applicable;

14.2.1.3.5. Primary health care provider;

14.2.1.3.6. Behavioral health care provider, if applicable;

14.2.1.3.7. Public or private health insurance provider(s), or both;

14.2.1.4. The individual's religious preference, if any;

14.2.1.5. The individual's personal health history;

14.2.1.6. The individual's mental health history;

14.2.1.7. Current medications;

14.2.1.8. Records and reports prepared prior to the individual's current admission and determined by the counselor to be relevant; and

14.2.1.9. Signed receipt of notification of individual rights;

14.2.2. Second section, Screening/Assessment/Evaluation:

14.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit B.

14.2.3. Third section, Treatment Planning:

14.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Exhibit B and in this Exhibit B-1; and

14.2.3.2. Signed and dated progress notes and reports from all programs involved.

14.2.4. Fourth section, Discharge Planning:

14.2.4.1. A narrative discharge summary, as required in this Exhibit B-1.

14.2.5. Fifth section, Releases of Information/Miscellaneous:

14.2.5.1. Release of information forms compliant with 42 CFR, Part 2;

14.2.5.2. Any correspondence pertinent to the individual; and

14.2.5.3. Any other pertinent information the Contractor deemed significant.

14.3. If the Contractor utilizes a paper format record system, then the sections identified above shall be tabbed sections.

15. Medication Services

15.1. The Contractor shall ensure no administration of medications, including physician samples, occur except by a licensed medical practitioner working within their scope of practice.

15.2. The Contractor shall ensure all prescription medications brought by an individual to program are in their original containers and legibly display the following information:

15.2.1. The individual's name;

15.2.2. The medication name and strength;

15.2.3. The prescribed dose;

15.2.4. The route of administration;

15.2.5. The frequency of administration; and

15.2.6. The date ordered.

15.3. The Contractor shall ensure any change or discontinuation of prescription medications includes a written order from a licensed practitioner.

15.4. The Contractor shall ensure all prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the individual's person or stored in the individual's room, are stored as follows:

15.4.1. All medications are kept in a storage area that is:

15.4.1.1. Locked and accessible only to authorized personnel;

15.4.1.2. Organized to allow correct identification of each individual's medication(s);

15.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and

15.4.1.4. Equipped to maintain medication at the proper temperature;

15.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, are kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and

15.4.3. Topical liquids, ointments, patches, creams and powder forms of products are stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.

15.5. The Contractor shall ensure medication belonging to staff are only accessible to staff and are stored separately from medications belonging to individuals served.

15.6. The Contractor shall ensure over-the-counter (OTC) medications brought into the program by individuals receiving services are:

15.6.1. In original, unopened containers;

15.6.2. Are stored in accordance with this Exhibit B-1;

15.6.3. Are marked with the name of the individual using the medication; and

15.6.4. Are taken in accordance with the directions on the medication container or as ordered by a licensed practitioner.

15.7. The Contractor shall ensure all medications self-administered by an individual, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the individual without supervision, are supervised by the program staff. The Contractor shall ensure staff:

15.7.1. Remind the individual to take the correct dose of their medication at the correct time;

15.7.2. May open the medication container but do not physically handle the medication itself in any manner; and

15.7.3. Remain with the individual to observe them taking the prescribed dose and type of medication;

15.7.4. Document each medication taken in an individual's medication log, which includes:

15.7.4.1. The medication name, strength, dose, frequency and route of administration;

15.7.4.2. The date and the time the medication was taken;

15.7.4.3. The signature or identifiable initials of the staff supervising the consumption of the medication by the individual receiving services; and

15.7.4.4. The reason for any medication refused or omitted, as applicable.

15.8. The Contractor shall ensure the individual's medication log is included in the individual's record and any remaining medication is taken with the individual upon their discharge.

16. Notice of Rights for Individuals Receiving Services

16.1. The Contractor shall ensure programs inform individuals of their rights in clear, understandable language and form, both verbally and in writing. The Contractor shall ensure:

16.1.1. Applicants for services are informed of their rights to evaluations and access to treatment;

16.1.2. Individuals are advised of their rights upon entry into any program and annually thereafter; and

16.1.3. Initial and annual notifications of individual rights are documented in the individual's record.

16.2. The Contractor shall ensure every program within the service delivery system posts notice of the rights, as follows:

16.2.1. The notice is continually posted in an area accessible by all;

16.2.2. The notice is presented in clear, understandable language and form; and

16.2.3. Each program and residence has, on the premises, complete copies of rules pertaining to individual rights that are available for individual review.

17. Fundamental Rights of Individuals Receiving Services

17.1. The Contractor shall ensure no individual receiving treatment for a substance use disorder is deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.

18. Personal Rights

18.1. The Contractor shall ensure individuals who are applicants for services or receiving services are treated by program staff with dignity and respect at all times.

18.2. The Contractor shall ensure individuals are free from abuse, neglect and exploitation which may include, but is not limited to:

18.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;

18.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the individual or others; and

18.2.3. Freedom from personal or financial exploitation.

18.3. The Contractor shall ensure individuals receiving services retain the right to privacy.

19. Client Confidentiality

19.1. The Contractor shall comply with the confidentiality requirements in 42 CFR part 2.

19.2. The Contractor shall ensure copies of individual service records for the individual, attorney or other authorized person are available at no charge for the first 25 pages and not more than $0.25 per page thereafter, after review of the record.

19.3. The Contractor shall ensure, if a minor age 12 or older is treated for substance use disorders without parental consent as authorized by RSA 318:B12-a:

19.3.1. The minor's signature alone authorizes a disclosure; and

19.3.2. Any disclosure to the minor's parents or guardians requires a signed authorization to release.

20. Grievances of Individuals Receiving Services

20.1. The Contractor shall ensure individuals receiving services have the right to complain about any matter, including any alleged violation of a right afforded by this Exhibit B-1 or by any state or federal law or rule.

20.2. The Contractor shall ensure any person has the right to complain or bring a grievance on behalf of an individual or a group of individuals.

21. Treatment Rights

21.1. The Contractor shall ensure individuals receiving services have the right to adequate and humane treatment, including:

21.1.1. The right of access to treatment including:

21.1.1.1. The right to evaluation to determine an individual's need for services and to determine which programs are most suited to provide the services needed; and

21.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and

21.1.2. The right to quality treatment including:

21.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the individuals and programs providing the treatment and to the conditions for which the individual is being treated;

21.1.3. The right to receive services in such a manner as to promote the individual's full participation in the community;

21.1.4. The right to receive all services or treatment to which an individual is entitled in accordance with the time frame set forth in the individual's treatment plan;

21.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with this Exhibit B-1 which addresses the individual's own goals;

21.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the individual to participate in meaningful activities in the communities in which the individual lives and works;

21.1.7. The right to services and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:

21.1.7.1. Freedom of movement; and

21.1.7.2. Participation in the community, while providing the level of support needed by the individual;

21.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:

21.1.8.1. Whenever possible, the consent shall be given in writing; and

21.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;

21.1.9. The right to refuse to participate in any form of experimental treatment or research;

21.1.10. The right to be fully informed of one's own diagnosis and prognosis;

21.1.11. The right to voluntary placement including the right to:

21.1.11.1. Seek changes in placement, services or treatment at any time; and

21.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;

21.1.12. The right to services which promote independence including services directed toward:

21.1.12.1. Eliminating, or reducing as much as possible, the individual's needs for continued services and treatment; and

21.1.12.2. Promoting the ability of the individuals to function at their highest capacity and as independently as possible;

21.1.13. The right to refuse medication and treatment;

21.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;

21.1.15. The right to consultation and second opinion including:

21.1.15.1. At the individual's own expense, the consultative services of:

21.1.15.1.1. Private physicians;

21.1.15.1.2. Psychologists;

21.1.15.1.3. Licensed drug and alcohol counselors; and

21.1.15.1.4. Other health practitioners; and

21.1.15.2. Granting to such health practitioners reasonable access to the individual, as required by Section 19.1.15, in programs and allowing such practitioners to make

recommendations to programs regarding the services and treatment provided by the programs;

21.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring an individual's participation and informed decision-making:

21.1.16.1. Guardian;

21.1.16.2. Representative;

21.1.16.3. Attorney;

21.1.16.4. Family member;

21.1.16.5. Advocate; or

21.1.16.6. Consultant; and

21.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical, or pharmacological restraint, unless the individual is at risk of self-harm or harm to others.

21.2. The Contractor shall ensure no treatment professional is required to administer treatment contrary to such professional's clinical judgment.

21.3. The Contractor shall ensure programs maximize the decision-making authority of the individual.

21.4. The Contractor shall ensure the following provisions apply to individuals for whom a guardian has been appointed by a court:

21.4.1. The guardian and all individuals involved in the provision of services are made aware of the individual's views, preferences and aspirations;

21.4.2. A guardian only makes decisions that are within the scope of the powers set forth in the guardianship order issued by the court;

21.4.3. The program requests a copy of the guardianship order from the guardian;

21.4.4. The order is kept in the individual's record at the program;

21.4.5. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the individual's choice and preference relative to those issues prevail unless the guardian's authority is expanded by the court to include those issues;

21.4.6. A program takes steps that are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:

21.4.6.1. Reviewing with the guardian the limits on their decision-making authority; and

21.4.6.2. Bringing the matter to the attention of the court that appointed the guardian, if necessary;

21.4.7. The guardian acts in a manner that furthers the best interests of the individual;

21.4.8. In acting in the best interests of the individual, the guardian takes the views, preferences, and aspirations of the individual into consideration;

21.4.9. The program takes steps that are necessary to prevent a guardian from acting in a manner that does not further the best interests of the individual and, if necessary, brings the matter to the attention of the court that appointed the guardian; and

21.4.10. In the event that there is a dispute between the program and the guardian, the program informs the guardian of their right to bring the dispute to the attention of the court that appointed the guardian.

22. Termination of Services

22.1. The Contractor shall terminate an individual from services if the individual:

22.1.1. Endangers or threatens to endanger other individuals or staff, or engages in illegal activity on the property of the program;

22.1.2. Is no longer benefiting from the service(s) provided;

22.1.3. Cannot agree with the Contractor on a mutually acceptable course of treatment;

22.1.4. Refuses to pay for the services received despite having the financial resources to do so; or

22.1.5. Refuses to apply for benefits that could cover the cost of the services received despite the fact that the individual is or may be eligible for benefits.

22.2. The Contractor shall ensure termination does not occur unless the program has given both written and verbal notice to the individual and individual's guardian, if any, that:

22.2.1. Identifies the effective date of termination;

22.2.2. Lists the clinical or management reasons for termination; and

22.2.3. Explains the rights to appeal and the appeal process.

22.3. The Contractor shall document in the service record of an individual who has been terminated that:

22.3.1. The individual has been notified of the termination; and

22.3.2. The termination has been approved by the program administrator.

23. Rights for Individuals Receiving Residential Programs

23.1. The Contractor shall ensure individuals of residential programs retain the following rights:

23.1.1. The right to a safe, sanitary, and humane living environment;

23.1.2. The right to privately communicate with others, including:

23.1.2.1. The right to send and receive unopened and uncensored correspondence;

23.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive a reasonable number of telephone calls, except that residential programs may require an individual to reimburse them for the cost of any calls made by the individual; and

23.1.2.3. The right to receive and to refuse to receive visitors, except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services;

23.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for individuals to engage in such activities;

23.1.4. The right to privacy, including the following:

23.1.4.1. The right to courtesies that include, but are not limited to, knocking on closed doors before entering and ensuring privacy for telephone calls and visits;

23.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and

23.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;

23.1.5. The right to individual choice, including the following:

23.1.5.1. The right to keep and wear their own clothes;

23.1.5.2. The right to space for personal possessions;

23.1.5.3. The right to keep and to read materials of their own choosing;

23.1.5.4. The right to keep and spend their own money; and

23.1.5.5. The right not to perform work for the Contractor and to be compensated for any work performed, except that:

23.1.5.5.1. Individuals may be required to perform personal housekeeping tasks within the individual's own

immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and

23.1.5.5.2. Individuals may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the individual is compensated for work performed; and

23.1.5.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.

23.2. The Contractor shall ensure policies governing individual behavior within a residence are developed, implemented, and available to the Department as requested. The Contractor shall ensure:

23.2.1. Individuals are informed of any house policies upon admission to the residence.

23.2.2. House policies are posted and such policies shall conform with this section.

23.2.3. House policies are periodically reviewed for compliance with this section in connection with quality assurance site visits.

23.2.4. Notwithstanding Section 23.1.4.3 above, development of policies and procedures allowing searches for alcohol and illicit drugs to be conducted:

23.2.4.1. Upon the individual's admission to the program; and

23.2.4.2. If probable cause exists, including such proof as:

23.2.4.2.1. A positive test showing presence of alcohol or illegal drugs; or

23.2.4.2.2. Showing physical signs of intoxication or withdrawal.

24. State and Federal Requirements

24.1. If there is any error, omission, or conflict in the requirements listed below, the applicable federal, state, and local regulations, rules and requirements shall take precedence. The requirements specified below are provided herein to increase the Contractor's compliance.

24.2. The Contractor agrees to the following state and/or federal requirements for specialty treatment for pregnant and parenting women:

24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.2. The program provides or arranges for primary medical care for women who are receiving substance use disorder services, including prenatal care.

24.2.3. The program provides or arranges for childcare with the women are receiving services.

24.2.4. The program provides or arranges for primary pediatric care for the women's children, including immunizations.

24.2.5. The program provides or arranges for gender-specific substance use disorder treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, neglect, and parenting.

24.2.6. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.

24.2.7. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.

24.3. The Contractor shall assist the individual in finding and engaging in a service, which may include, but is not limited to, helping the individual locate an appropriate provider, referring individuals to the needed service provider, setting up appointments for individuals with those providers, and assisting the individual with attending appointments with the service provider(s).

24.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:

24.4.1. Within seven (7) days of reaching 90% of capacity, the program notifies the Department that 90% capacity has been reached.

24.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug use not later than:

24.4.2.1. 14 days after making the request; or

24.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance use disorder treatment program.

24.4.3. The program has established a waitlist that includes a unique patient identifier for each injecting drug user seeking treatment, including individuals receiving interim services while awaiting admission.

24.4.4. The program has a mechanism that enables it to:

24.4.4.1. Maintain contact with individuals awaiting admission;

24.4.4.2. Admit or transfer waiting list individuals at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the individual; and

24.4.4.3. The program takes individuals awaiting treatment off the waiting list only when one of the following conditions exist:

24.4.4.3.1. Individuals cannot be located for admission into treatment or

24.4.4.3.2. Individuals refuse treatment

24.4.5. The program includes activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.

24.4.6. The program has procedures for:

24.4.6.1. Selecting, training, and supervising outreach workers.

24.4.6.2. Contacting, communicating, and following up with individuals at high-risk of substance misuse, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.

24.4.6.3. Promoting awareness among people who inject drugs about the relationship between injection drug use and communicable diseases.

24.4.6.4. Recommending steps that can be taken to ensure communicable diseases do not occur.

24.4.7. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance use disorder services, except in cases when each of the following conditions is met:

24.4.7.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.

24.4.7.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.

24.4.7.3. A physician makes a determination that the following conditions have been met:

24.4.7.3.1. The primary diagnosis of the individual is substance use disorder and the physician certifies that fact.

24.4.7.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.

24.4.7.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.

24.4.7.3.4. The hospital-based substance use disorder program follows national standards of substance use disorder professional practice.

24.4.7.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)

24.4.8. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.

24.4.9. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.

24.4.10. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.

24.4.11. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.

24.4.12. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.

24.4.13. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.

24.4.14. The program uses the SAPT Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:

24.4.14.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program; and

24.4.14.2. Secure payments from individuals for services in accordance with their ability to pay.

24.4.15. The Contractor shall comply with all relevant state and federal laws such as but not limited to:

24.4.15.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale in Exhibit C shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.

24.4.15.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT C – Amendment #1

Payment Terms

1. This Agreement is funded by:
   1.1. 44.84%, Federal funds from the Substance Abuse Prevention and Treatment Block Grant, as awarded October 1, 2020 and October 1, 2021, by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, CFDA 93.959 FAIN TI083464.
   1.2. 23.10% General funds.
   1.3. 32.06% Other funds (Governors Commission).
2. For the purposes of this Agreement:
   2.1. The Department has identified the Contractor as a SUBRECIPIENT, in accordance with 2 CFR 200.331.
   2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
   2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
3. 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 item, as specified in Exhibit C-1 SUD Treatment Services Budget through Exhibit C-6 Services for Incarcerated Individuals Budget.
   3.1. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
   3.2. Ensure approval for Exhibit C-1 SUD Treatment Services Budget through Exhibit C-6 Services for Incarcerated Individuals Budget is received from the Department prior to submitting invoices for payment.
   3.3. Request payment for actual expenditures incurred in the fulfillment of this Agreement, and in accordance with the Department-approved budgets.
4. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days from the contract Effective Date, which shall be retained by the Department. The Contractor shall submit budgets as follows:
   4.1. One (1) budget for each tiered service that specifies expenses for the period from October 1, 2021 through June 30, 2022, as follows:
      4.1.1. Exhibit C-1, SUD Treatment Services Budget
      4.1.2. Exhibit C-2, Services for Incarcerated Individuals Budget

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5. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2022, which shall be retained by the Department. The Contractor shall submit budgets as follows:
   5.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2022 through June 30 2023, as follows:
      5.1.1. Exhibit C-3, SUD Treatment Services Budget
      5.1.2. Exhibit C-4, Services for Incarcerated Individuals Budget
6. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2023, which shall be retained by the Department. The Contractor shall submit budgets as follows:
   6.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2023 through September 29, 2023, as follows:
      6.1.1. Exhibit C-5, SUD Treatment Services Budget
      6.1.2. Exhibit C-6, Services for Incarcerated Individuals Budget
7. The Contractor shall bill and seek reimbursement for services provided to individuals as follows:
   7.1. For individuals enrolled through the Department's Medicaid or Medicare Fee for Service program in accordance with the current, publically posted Fee for Service (FFS) schedule.
   7.2. 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.
   7.3. For individuals whose private insurer will not remit payment for the full amount, the Contractor shall bill the individual based on the sliding fee scale below.

Percentage of Individual's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit C-1, to Charge the Individual
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%

350% - 399%	77%

7.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in approved budgets for which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor shall directly bill the Department to access funds in this Agreement.

7.5. Invoices for individuals without health insurance or other coverage for the services they receive, and for operational costs must include general ledger detail indicating the invoice is only for net expenses.

7.6. Services provided to incarcerated individuals will be reimbursable only with General Funds and Governor Commission Funds for actual costs incurred, and payable upon Department approval.

8. Non-Reimbursement for Services

8.1. The Department shall not reimburse the Contractor for services provided through this contract when an individual has or may have an alternative payer for services described in the Exhibit B, Scope of Work, including, but not limited to:

8.1.1. Services covered by any Medicaid programs for individuals who are eligible for Medicaid.

8.1.2. Services covered by Medicare for individuals who are eligible for Medicare.

8.2. Notwithstanding Section 8.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when an individual needs a service that is not covered by the payers listed in Section 8.1.

8.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.

8.4. Notwithstanding Section 8.1 above, when payment of the deductible or copay, as determined by the WITS fee determination model described in Exhibit B, Scope of Work, Section 3.5, Eligibility and Intake, would constitute a financial hardship for the individual, the Contractor shall seek reimbursement from the State for the deductible based on the sliding fee scale, not to exceed $4,000 per individual, per treatment episode.

8.5. For the purposes of this section, financial hardship is defined as the individual's monthly household income being less than the deductible plus the federally-defined monthly cost of living (COL), and

8.5.1. If the individual owns a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	$3,119.90	$3,964.90	$4,252.10	$4,798.80	$4,643.90

8.5.2. If the individual does not own a vehicle:

	Family Size				
Monthly COL	1	2	3	4	5+
	$2,570.90	$3,415.90	$3,703.10	$4,249.80	$4,643.90

9. The Contractor shall submit an invoice and supporting backup documentation to the Department no later than the 15th working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall:

9.1. Ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

9.2. Ensure invoices are net any other revenue received towards the services billed in fulfillment of this Agreement.

9.3. Ensure backup documentation includes, but is not limited to:

9.3.1. General Ledger showing revenue and expenses for the contract.

9.3.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.

9.3.2.1. Per 45 CFR Part 75.430(i)(1), charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.

9.3.2.2. Attestation and time tracking templates, which are available to the Department upon request.

9.3.3. Receipts for expenses within the applicable state fiscal year.

9.3.4. Cost center reports.

9.3.5. Profit and loss reports.

9.3.6. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.

9.3.7. Information requested by the Department verifying allocation or offset based on third party revenue received.

9.3.8. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.

10. The Contractor shall review and comply with further restrictions included in the Funding Opportunity Announcement (FOA).

11. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to invoicesforcontracts@dhhs.nh.gov, or invoices may be mailed to:

    Program Manager
    Department of Health and Human Services
    Bureau of Drug & Alcohol Services
    105 Pleasant Street
    Concord, NH 03301

12. The Contractor agrees that billing submitted for review 60 days after the last day of the billing month may be subject to non-payment.

13. The Department shall make payment to the Contractor within 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.

14. The final invoice shall be due to the Department no later than 40 days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

15. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.

16. 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.

17. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

18. 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.

19. Audits

19.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if **any** of the following conditions exist:

19.1.1. 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.

19.1.2. 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.

19.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

19.2. 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.

19.3. 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.

19.4. 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.

19.5. 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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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 the "Standards for Privacy and Security of Individually Identifiable Health Information," 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Part 1&2 of the "American Recovery and Reinvestment Act of 2009," 42 USC 17934, et sec., applicable to business associates, and also agrees to comply with the "Confidentiality of Substance use Disorder Patient Records," 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as applicable, and as these laws may be amended from time to time.

(1) Definitions.

a. "Business Associate" shall mean the Contractor and its agents that receive, use, transmit, 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.

b. The following terms have the same meaning as defined in HIPAA 45 CFR Parts 160, 162 and 164 and the HITECH Ac as they may be amended from time to time:

"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."

c. 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.

d. "Part 2 record," means any "Record" relating to a "Patient, and "Patient Identifying Information," as defined in 42 CFR Part 2.11 relating to substance use disorder Part 2 records.

e. "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 the Scope of Work of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall protect all 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.

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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.

c. To the extent Business Associate is permitted under the Agreement and the BAA to disclose PHI to any third party or subcontractor, prior to making any such disclosure, the Business Associate must obtain a business associate agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in its business associate agreement with the third party or subcontractor.

d. The Business Associate shall not disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure the Business Associate agrees to refrain from disclosing the PHI, until such time as a court orders the disclosure. If applicable, in any judicial proceeding, the Business Associate shall resist any efforts to access any Part 2 records.

(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 and Part 2, as applicable.

b. The Business Associate shall immediately notify the Covered Entity at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that a known or suspected privacy or security incident or breach has occurred potentially exposing or compromising PHI. This includes inadvertent or accidental uses, disclosures, incidents or breaches of unsecured PHI.

c. In the event of a breach, the Business Associate shall comply with all applicable terms of this BAA, and the information security requirements addendum of the Agreement.

d. The Business Associate agrees to perform a risk assessment, based on the information available at the time, when it becomes aware of any known or suspected privacy or information security incident or breach as described above and communicate that assessment to the Covered Entity. The risk assessment shall include at a minimum, but not be limited to:

- The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

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- 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; and
- The extent to which the risk to the protected health information has been mitigated.

e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in writing to the Covered Entity as soon as practicable after the conclusion of the investigation.

f. 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.

g. As stated in 2.c. above, Business Associate shall require any subcontractor or 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 of the use and disclosure of PHI contained herein, and comply with the duty to return or destroy the PHI as provided under Section 3 (m). In addition, the Business Associate shall require all third party contractors or business associates of the Business Associate receiving PHI pursuant to the Agreement to agree to the Business Associates' rights of enforcement and indemnification from such third party or contractor for the purpose of use and disclosure of protected health information.

h. Within ten (10) 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 BAA and the Agreement.

i. 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.

j. 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.

k. 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.

l. 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

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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.

m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within ten (10) 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.

n. 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.

- o If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI. A current version of the Covered Entity's Notice of Privacy Practices is attached to the end of this BAA. Any changes in the Covered Entities' website: https://www.dhhs.nh.gov/oos/hipaa/publications.htm

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 General Provisions (P-37 of the Agreement, the

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Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the BAA. 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, Laws, and Regulatory References. All terms and regulations used herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this BAA to a Section in HIPAA or 42 CFR Part 2, 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 BAA, from time to time as is necessary for Covered Entity and the Business Associate to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, 42 CFR Part 2, 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 and Business Associate to comply with HIPAA and 42 CFR Part 2.

e. Segregation. If any term or condition of this BAA 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 BAA I are declared severable.

f. Survival. Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Business Associate Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of BAA...

Contractor Initials DS

Date 2/22/2022

IN WITNESS WHEREOF, the parties hereto have duly executed this BAA.

Department of Health and Human Services	Grafton County
The State	Name of the Contractor
DocuSigned by: Katja S. Fox ED0D05B04C63442...	DocuSigned by: Julie Libby 7465A30EA0D54AA...
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Julie Libby
Name of Authorized Representative	Name of Authorized Representative
Director	County Administrator
Title of Authorized Representative	Title of Authorized Representative
2/22/2022	2/22/2022
Date	Date

Contractor Initials DS JL

Date 2/22/2022

Exhibit L – Amendment #1

Sample

ASAM END USER LICENSE AGREEMENT

This End User License Agreement ("EULA") is made this _____ by the undersigned provider ("ELIGIBLE PROVIDER") with the American Society of Addiction Medicine ("LICENSOR") with offices at 11400 Rockville Pike Suite 200, Rockville, MD 20852 and <PUBLIC ENTITY NAME> ("LICENSEE") with offices at <PUBLIC ENTITY OFFICE LOCATION>. Capitalized terms not defined herein shall have the meanings as set forth in the Agreement.

WHEREAS, LICENSOR and LICENSEE entered into the Public Entity Permission Agreement ("Agreement") on [DATE];

WHEREAS, ELIGIBLE PROVIDER desires to be subject to a non-transferrable sub-licensee to use the WORK pursuant to the terms of the Agreement; and

WHEREAS, ELIGIBLE PROVIDER desires to be subject to the Agreement; and

NOW THEREFORE, in order to be legally bound, and for good and valuable consideration, which is hereby acknowledged, ELIGIBLE PROVIDER elects as follows:

1. ELIGIBLE PROVIDER hereby agrees to participate, comply and be bound by the terms of the Agreement. ELIGIBLE PROVIDER represents that it has reviewed the Agreement attached hereto which is made a part of and incorporated herein.

2. ELIGIBLE PROVIDER shall be permitted to describe, characterize, market, or otherwise communicate their compliance with the ASAM Criteria and delivery of specific ASAM Level(s) of Care to the extent the WORK is incorporated into state laws or policies that ELIGIBLE PROVIDER is subject to. Such communications may use plain-text versions of the ASAM trademark and The ASAM Criteria trademark, but shall not use any logo, seal, or graphic incorporating the ASAM or The ASAM Criteria trademark without separate, direct permission from ASAM. ELIGIBLE PROVIDER shall not be permitted to incorporate ASAM Criteria content in their other business operations, including digital technology and commercial training services, unless they have a separate, direct agreement with ASAM to license the ASAM Criteria.

3. ELIGIBLE PROVIDER agrees that LICENSOR retains the right to review and approve the ELIGIBLE PROVIDER's public communications described in paragraph 2 upon request, such approval not to be unreasonably withheld, and ELIGIBLE PROVIDER agrees to make such public communications only in the form approved by LICENSOR. ELIGIBLE PROVIDER agrees to provide to LICENSOR the means to access any public communications described in paragraph 2 for the limited purpose of ensuring

compliance with this Agreement. LICENSOR agrees to notify ELIGIBLE PROVIDER of any objections to its public communications within thirty (30) business days of LICENSOR's review. If LICENSOR does not approve the public communications subject to paragraph 2, ELIGIBLE PROVIDER may redesign and/or modify them and submit to further review by LICENSOR. In the event that LICENSOR has not approved the public communications within 180 days following the initial review, the LICENSOR may terminate this EULA.

4. LICENSOR shall have the right to immediately terminate this EULA only by providing written notice of such termination to ELIGIBLE PROVIDER in the event that ELIGIBLE PROVIDER fails to abide by any of the terms and conditions of this Agreement, in the event that ELIGIBLE PROVIDER's license, contract, or other arrangement with LICENSEE terminates or expires for any reason, or in the event that ELIGIBLE PROVIDER's continued use of the WORK or operation of the OPERATIONS is reasonably determined by LICENSOR to be materially detrimental to the interests of ASAM and its members. In the event of a termination of this Agreement for any reason, all rights with respect to the WORK shall automatically revert to LICENSOR. Termination of this EULA shall be without prejudice to any rights of either party at law or equity.

5. In the event of a conflict between the terms of any other agreements between LICENSEE agreement and ELIGIBLE PROVIDER and the Agreement, the terms of the Agreement shall control as to ELIGIBLE PROVIDER's, LICENSOR's, and LICENSEE's obligations under the Agreement.

The ELIGIBLE PROVIDER hereby accepts the terms contained herein by signing below.

ELIGIBLE PROVIDER

By: _____

Print Name: _____

Title: _____

Address: _____

Email address: _____

Telephone number: _____

National Provider Identifier: _____

Date: _____

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CERTIFICATE OF AUTHORITY

I, Omer C. Ahern, Jr, 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 the Grafton County Board of Commissioners.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Commissioners, duly called and held on February 22, 2022, at which a quorum of the Commissioners were present and voting.
(Date)

VOTED: That, Julie L Libby, County Administrator
(Name and Title of Contract Signatory)

is duly authorized on behalf of Grafton County 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 county. To the extent that there are any limits on the authority of any listed individual to bind the county in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: February 22, 2022

Signature of Elected Officer
Name: Omer C. Ahern, Jr.
Title: Clerk, Board of Commissioners

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Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Grafton County 3855 Dartmouth College Highway Box #1 North Haverhill, NH 03774	603	NH Public Risk Management Exchange - Primex³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits* - NH Statutory Limits May Apply, If Not:	
X **General Liability (Occurrence Form)**	7/1/2021	7/1/2022	Each Occurrence	$ 5,000,000
Professional Liability (describe)			General Aggregate	$ 5,000,000
☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
Automobile Liability			Combined Single Limit (Each Accident)	
Deductible Comp and Coll:			Aggregate	
Any auto				
X **Workers' Compensation & Employers' Liability**	7/1/2021	7/1/2022	X Statutory	$2,000,000
			Each Accident	$2,000,000
			Disease – Each Employee	
			Disease – Policy Limit	
Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER: ☐ Additional Covered Party ☐ Loss Payee	Primex³ – NH Public Risk Management Exchange
	By: *Mary Beth Purcell*
State of NH, Department of Health and Human Services 129 Pleasant St Concord, NH 03301	Date: 9/14/2021 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

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Grafton County Board of Commissioners

Wendy Piper, Chairman

Linda Lauer, Vice-Chairman

Omer C. Ahern, Jr. Clerk

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ASHLEY BELYEA
[redacted]

PROFESSIONAL EXPERIENCE:

Grafton County Alternative Sentencing – North Haverhill, NH July 2015-Current
Adult Diversion Program, Case Manager
Responsible for managing a caseload up of up to 25 Adult participants. Works with participants individually and in groups to teach basic life skill needs and help aide in the participants' stabilization (i.e. housing, finances, insurance, education, employment, etc.). Responsible for completing assessments to aide in participant eligibility determination into the program. Currently working towards obtaining CRSW licensure.

Grafton County Nursing Home - North Haverhill, NH April 2012-July 2015
Licensed Nursing Assistant
Assisted elderly residents with basic life skill needs and care such as dressing, oral care, ambulation, feeding, range of motion exercises, vital signs, and activities.

Warren Village School -Warren, NH Aug. 2011-June 2012
Preschool Teacher
Managed a classroom size of 15 students. Prepared and taught lesson plans for Reading, Math, Science, and Socialization. Designed and implemented a report card system to coincide with the Reading and Math program. Documented progress of students through progress reports and performed screening assessments.

Wentworth Elementary School - Wentworth, NH Aug. 2010-June 2011
Kindergarten Teacher
Managed a classroom size of 6 students. Prepared and taught lesson plans for Math, Social Studies, Science, Reading, Phonics, and Literacy. Documented progress of students through work samples, progress reports, reports cards and digital portfolios.

Woodsville Elementary School- Woodsville, NH Aug. 2009-June 2010
Title I Assistant
Worked with six Kindergarten student to improve and enhance their knowledge, understanding, and comfort with Math and Reading. Documented students' progress through work samples.

ADDITIONAL EXPERIENCE:

Shaw's Supermarkets 2002-2010
Customer Service Representative, Cashier, Deli Assistant

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EDUCATION: **Bachelor of Science in Elementary Education**
May 2009
Minor: Psychology
Keene State College, Keene, NH

SKILLS:
Knowledge of Word, Excel, Power Point, Digital Portfolios, knowledge of Thinking for Change curriculum, knowledge of biopsychosocial assessments, and CPR certified.

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Lindsey Rich

[redacted]

Profile

I am a mother of two daughters, an Army veteran, who has a breadth of work experience. This resumes purpose is to serve as a marker for my professional experience to date.

Education

WOODSVILLE HIGH SCHOOL-WOODSVILLE, NH

- General Studies
- Diploma

WHITE MOUNTAINS COMMUNITY COLLEGE-LITTLETON CAMPUS

- Inter-Disciplinary Associates Degree
- In process of completion (64 credit hours)

Skills & Abilities

- Adapted to technology
- Team player
- Great interpersonal skills
- Communication skills, both verbal and written, are beneficial

Experience

ADMINISTRATIVE ASSISTANT | GRAFTON COUNTY | 2017-2019

- Responsibility include answering phones, organizing storage spaces, ordering supplies, processing UA's, updating and creating charts/files, billing and invoicing, assisting the director and all office staff in any other tasks that are needed. I created a few excel spreadsheets that help track progress as well as data required for reporting to the County's Commissioners.

LICENSED NURSING ASSISTANT (LNA) | GRAFTON COUNTY | 2016-2019

- Assisting 30 residents with their activities of daily living, reporting any issues to the nurse on staff, HIPPA compliance as well as communicating all aspects in a timely manner.

NEW HAMPSHIRE NATIONAL GUARD | ARMY | 2007-2014

- Responsible for the mental and physical well-being of the soldiers in my unit, documenting and keeping medical records, following military protocol, reporting up my chain of command and making on the spot decisions for the best interests of my soldiers. I was deployed to Afghanistan for 10 months.

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Lucille Buteau

Objective

To work as part of a team to achieve desired goals and to provide high quality service.

Summary

- Over 20 years of experience in counseling, management, supervision and group facilitator
- NH Certified Impaired Driver Intervention instructor for 9 years
- Certified HiSET testing proctor
- Highly effective in promoting a positive, productive environment
- Reputation for excellence and high-quality service to individuals
- Strong interpersonal and communication skills.

Professional Experience

03/21/2016 - Present *Grafton County* *North Haverhill NH*

Grafton County Department of Corrections Substance Abuse Coordinator and Clinical Supervisor

10/01/2014 - 03/21/16 *Grafton County* *North Haverhill NH*

Director of Grafton County Alternative Sentencing Programs.

06/15/2007— 04/07/2014 TRI-County Community Action Program Berlin, NH

Division Director of Substance Abuse Services
Supervise 7 programs and 30 staff members, develop programs, submit grants, request for proposal and contracts.

11/20/2006— 06/14/2007 *TRI-County Community Action Program* *Berlin, NH*

Clinical Director of Friendship House
Provide clinical supervision to clinical staff and administration staff on a daily basis, carry a caseload of 5 clients and conduct educational classes and group therapy

01/06/2006— 11/19/2007 *TRI-County Community Action Program* *Berlin, NH*

Program Director of Impaired Driver Impairment Programs
NH Certified Impaired Driver Intervention Instructor and Counselor

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Stay current with NH state safety laws regarding driving while under the influence of substances, NH Certified Instructor, PRIME Instructor and conducted risk assessments and provide aftercare recommendation to client.

08/18/2005— 06/15/2007 *TRI-County Community Action Program* *Berlin, NH*

Part Time Administration Assistant and Impaired Driver Intervention Instructor and Counselor
Stay current with NH state safety laws regarding driving while under the influence of substances, NH Certified Instructor, PRIME Instructor and conducted risk assessments and provide aftercare recommendation to client.

05/01/1999— 06/15/2003 *Northern NH Mental Health* *Berlin, NH*

A substance abuse counselor and a mental health crisis care worker.

Degrees

NH Licensed Clinical Supervisor 0049	July 2019
NH Licensed Alcohol and Drug Counselor 0539	October 2002
Bachelor's Degree in Science, Springfield College	June 2000
Associate degree in Human Science, Berlin Community College	June 1997

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Mark Deem

Skills and Certifications

- Certified Corrections Sergeant
- (CIT) Mental Health Crisis Intervention trained
- (CCAR) Recovery Coach Trained
- Understanding and knowledge of Criminal Law
- Excellent leadership and communication skills
- Well organized and detail oriented
- Excel at adapting to change
- Excellent Computer Skills
- Knowledge of Correctional Facility procedures
- Self- Defense techniques

Professional Experience

Programs Sergeant
Grafton County Department of Corrections – North Haverhill, NH **02/2014- Current**

- In my role as Sergeant I am responsible for the delivery of all Inmate Programs. This requires me to work alongside the substance abuse counselors to provide the best programing possible to help deal with the current widespread drug epidemic.
- I also am responsible for coordinating volunteer programs such as AA and Church services, and making sure each Inmate has access to religious materials as required by policy.

Booking / Intake Sergeant
Grafton County Department of Corrections – North Haverhill, NH **01/2013- 02/2014**

- As the booking and Intake Sergeant I was responsible to process all incoming and outgoing Inmate paperwork and ensure that all the legal information is accurate. This is ensures that the Grafton County DOC does not release someone or detain someone illegally.
- I was also required to supervise all Video Arraignments and complete necessary court documents required for each hearing.

Shift Supervisor
Grafton County Department of Corrections – North Haverhill, NH **08/2011- 10/2013**

- During my tenure as a Shift Supervisor I was responsible for the Daily Operations of the Facility, supervising at times over 100 inmates as well as 10 staff members. I was required to conduct performance evaluations for as well as review all Disciplinary and Incident reports.
- During this time period I was selected to be a part of the Transition Team for Grafton County. These teams was designed train and learn how a new facility operates and help write policies and procedures as well as train other staff members before working in the new facility.

Correctional Officer
Grafton County Department of Corrections – North Haverhill, NH **06/07- 08/2011**

- Starting out as a Correctional Officer I was responsible for the basic supervision of Inmates but quickly moved into a recordkeeping position. This position required that I work with the Facility Lieutenant conducting classification reviewing all Inmate records. I was also responsible for a portion of Disciplinary hearings.
- I also had the privilege of working with the Correctional Educator and Superintendent to help design a new GED / HiSET program. This program changed the graduation rate from 1 per year to over 20.

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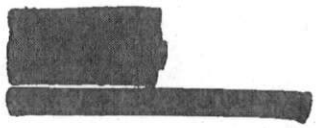
Nicole Mitchell



Licensed Alcohol and Drug Counselor, Vermont
Registered yoga instructor.

EXPERIENCE

Valley Vista, Bradford VT— *Program Manager Adult Men* October 2018- PRESENT

Oversight of clinical staff

Program Development and policy adherence

Assessment, treatment planning and case management

Individual, family and group therapy

Facilitating Treatment Team Meetings

Collaboration with other providers in the states of VT and in New England

October 2018-April 2019 - Transitional Aged Youth Program Manager

Oversight of Tutorial staff and program on site.

Oversight of clinical staff

Program Development and policy adherence

Assessment, treatment planning and case management

Individual, family and group therapy

Facilitating Treatment Team Meetings

Collaboration with other providers in the states of VT and in New England

February 2016-October 2018 Adolescent Program Director

Supervision of residential staff and clinical staff

Assessment, treatment planning and case management

Individual, family and group therapy

Facilitating Treatment Team Meetings

Collaboration with other Vermont substance use providers working with adolescents.

SKILLS

Efficient

Self-Motivated

Honest

Trauma Sensitive

Teaching Yoga

Team player

AWARDS

Psi Chi

Employee of the year

LANGUAGES

English

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Clara Martin, Bradford VT— *Child and Family Team Leader*
Transitional Aged Youth Coordinator
March 2014- February 2016

Began as the TAY coordinator in 2014

Program development

Assessments

Supervision of the JOBS program (Jump on Board for Success) and YIT(Youth in Transition) program.

Individual therapy, family therapy, group therapy

Interagency collaboration

Promoted to the Child and Family Team Lead

Supervision of all agency clinicians under the child and family team (clinicians who held cases for ages 0-22).

Coordination of care with schools, pediatricians and other supporting agencies in Orange county communities.

Individual therapy, family therapy, group therapy

Assessments

Program development

Facilitating interagency collaborations for providers who share common clients

Sovereign Journey, *Bethlehem NH—Lead Clinician*
February 2013- February 2014
Individual therapy, family therapy, group therapy
Facilitating treatment team meetings
Collaborating with educators and case managers
Marketing
Admissions

Valley Vista, *Bradford VT-Program Director*
March 2006-February 2013

Primary Therapist Adolescent unit:

Individual therapy, family therapy, group therapy
Family Programming
Case Management

Primary Therapist Women's unit:

Individual therapy, family therapy, group therapy
Case Management

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Insurance Reviews

Assistant Program Director Women's Unit:

Supervisor of residential staff

Program Development

Primary therapist responsibilities

Program Director Women's Unit- Interim Director of Men's unit

Supervision of clinicians on assigned unit

Program Development
Group therapy assessment and quality assurance

EDUCATION

Dartmouth College, Hanover NH— *Master of Liberal Arts- concentration in substance use disorders*
June 2007 - May 2010

Plymouth State University, Plymouth NH— *Bachelor of Arts, Psychology*

September 2004-2005

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Renee E. DePalo

[redacted]

Education:

Springfield College
Manchester, New Hampshire 03103
Masters of Science in Mental Health Counseling – August 2015

Hesser College
Manchester, New Hampshire 03103
Bachelors of Science in Criminal Justice – May, 2009

Employment:

Grafton County- Director
3801 Dartmouth College Highway North Haverhill, NH 03774
Director of Alternative Sentencing- December 2018- Current
Duties and Responsibilities- Creating safe and secure programs for a diverse population of former prisoners, grant writing, presentations, monitoring sobriety, intakes and discharges, presentations to CIT regarding Alternative Sentencing, administrative tasks, hiring and terminations, creating staff goals, development plans and evaluations, overseeing program volunteers, monitoring an annual budget over 250k, maintaining a positive relationship with the County Attorney, Probation and Parole as well as the surrounding police departments, maintaining a close professional relationship with the County Government, providing individual and group therapies, creating new policies and procedures, providing community education around our programs as well as mental health issues we face, advocating for clients and program needs, creating and implementing strategic plan with consultants, data collection and reporting, writing and implementing treatment plans and reporting on grants.

Dismas of Vermont- Director
1673 Maple St Hartford, VT 05047
Hartford Dismas House Director- January 2017-July 2018
Duties and Responsibilities- Creating a safe and secure home for a diverse population of former prisoners, grant writing, presentations, maintaining safety and security of residents, monitoring sobriety, inmate interviews, intakes and discharges, presentations about Dismas and its mission, administrative tasks, hiring and terminations, creating staff goals and development, monitoring volunteers upwards of 100, planning and completing fundraising events, monitoring an annual budget over 250k, maintaining a positive relationship with Probation and Parole as well as the surrounding police departments, mandated reporter, maintaining a close professional relationship with the local board, providing individual and group therapies, creating new policies and procedures, creating and implementing strategic plan with consultants, writing and implementing treatment plans and reporting on grants.

Clara Martin Center
1483 Lower Plain Rd, Bradford VT
Child and Family Clinical Team Lead- February 2016-January 2017
Duties and Responsibilities- Responsible for supervising clinical staff, creating and implementing new groups and programs, creating new procedures as it pertains to the effectiveness of the child and family program, completing intakes and discharges, writing and implementing treatment plans, monitoring budgets and contracts, grant writing, remaining in compliance with office of public regulations to obtain licensure, compliance with Medicaid regulations, providing and documenting weekly supervision with all staff, providing individual therapy to children and families, coordinate and communicate with surrounding mental health agencies and doctor offices, completing administrative tasks, hiring and termination, ensuring a high quality of care for all clients, maintaining a positive professional relationship with outside agencies and interagency.

REFERENCES AVAILABLE UPON REQUEST

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Community Bridges- Behavioral Program Manager
70 Pembroke Road, Concord NH
Program Manager/Behaviorist-April 2015-February 2016
Duties and Responsibilities- Responsible for supervising 20 staff members, managing 2 residential homes, creating and implementing behavior plans, monitoring compliance with procedures and polices, creating new policies and procedures, completing intakes and discharges, hiring and termination, compliance with NH laws around disabilities and housing, behavioral consultations, behavioral observations, participating in on-call coverage, some in state travel, creating and explaining reports around budgets and progress of homes/clients, communicate with surrounding mental health agencies and state agencies, keeping employee records and trainings up to date, approving time sheets/vacation requests/travel reimbursements, monitoring the safety, security and rights of all individuals, sitting on human rights committee and internal rights committee, completing all administrative tasks, maintaining a positive and on-going professional relations ship with all outside agencies, interagency and employees.

Harbor Homes, Veterans FIRST – Assistant Program Manager/Case Manager
45 High St, Nashua, New Hampshire
Assistant Program Manager – April 2013 to April 2015
Duties and Responsibilities – Responsible for assisting a caseload of approximately 20 residents progressing through the program, by monitoring their compliance with program rules, assisting them in securing housing, and employment, monitoring their compliance with aftercare requirements, addressing medical and metal health needs, complete initial orientation which includes: rules of the program, create an RSP (Resident Service Plan). Weekly/Bi-weekly case notes, communicate with contracting agencies to discuss various aspects of each residents requirements, complete ongoing feedback of reports, including closing summaries of completed residents, and keeping employment records up to date, completing and submitting various routine requests for approval of residents activity to the Veterans Administration, participate in on call coverage, including maintaining phone contact with program as needed. Maintain safety of clients and staff, delegate duties as needed to various staff, and maintain positive relationships with outside agencies

YDC John Sununu Center – Youth Counselor II
1056 North River Road, Manchester, New Hampshire
Youth Counselor II – May 2011 to January 2012
Duties and Responsibilities – – Responsible for the safe and secure operation of the unit, provided unit checks on the hour, responsible for head counts and random searches, served as the second in command with potential for becoming manager of the unit, supervised staff and completed hearings when issues occurred, monitored the safety of the residents, completed body searches upon return to the unit, monitored and tracked daily activities, communicated with JPPO and District court

Easter Seals – Residential Instructor/Shift Supervisor
200 Zachary Rd, Manchester, New Hampshire
Instructor/Supervisor- June 2006 to April 2011
Duties and Responsibilities- Provided personal care and habilitation training to children with behavioral issues in a residential setting, assisted clients in recreation and educational activities, observed and recorded daily data to monitor client progress, managed daily operations, taught clients independent living skills, held clients accountable for rules, supervised staff and oversaw unit, monitored staff clock in and out times, breaks and lunches, provided weekly supervision to staff and aided in the hiring process

Skills:

Dependable, Organized and exceptional time management skills
Excellent leadership skills
Detail oriented
Ability to deal tactfully with others
Ability to exercise sound judgment and discretion in handling confidential information
Ability to adjust to varying or changing working situations to meet emergency or changing program requirements

REFERENCES AVAILABLE UPON REQUEST

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Proficient in all Microsoft computer databases
Proficient in QuickBooks

Trainings:

Dialectical Behavioral Therapy Trainer 2009
Therapeutic Crisis Intervention Trainer 2009
Applied Suicide Intervention Skills Trainer 2014
NAMI Suicide Prevention and Postvention Trainer 2014
US Army Resilience Trainer 2014
Person Centered Thinking Trainer 2015
MOAB (Management of Aggressive Behaviors) Trainer 2015
CANS Assessment 2016
MRT Trainer 2019

REFERENCES AVAILABLE UPON REQUEST

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Sarah Pepper

[redacted]

Education

Bachelor of Arts, Criminal Justice (May 2015)
Saint Anselm College, Manchester, NH
Master of Science, Mental Health Counseling
Springfield College, Saint Johnsbury, VT

Course Highlights: Introduction to Criminal Justice, Juvenile Justice System, Juvenile Delinquency, Theories and Practice of Punishment, Violence and Public Health, Women and Crime, Research Methods, Criminal Justice Statistics, Criminal Law, Deviance and Social Control, Computer Forensics, General Psychology, Abnormal Psychology, Adolescent Psychology

Professional Orientation and Ethical Practice, Group Counseling Skills, Counseling Theories, Diagnosis and Psychopathology, Counseling Skills and Modalities, Multicultural and Diverse Counseling

(CCAR) Recovery Coach Trained (January 2018)

Experience

Grafton County Department of Corrections, North Haverhill, NH
Substance Abuse Counselor/HiSET Instructor (October 2017-Present)
Assisting incarcerated individuals with substance abuse treatment by co-leading three groups daily. Provide individual counseling weekly along with recovery support skills. Preparing individuals to take the HiSET exam to earn their High School Diploma.

Lisbon Regional School, Lisbon, NH
Paraeducator (October 2016-October 2017)
Assisting students in the school setting achieve goals outlined in their Individualized Education Plan. Goals ranging from classroom involvement to learning the life skills necessary for outside of school. Responsible for behavior management of student.

Life Transition Services, North Haverhill, NH
Life Coach (July 2016-October 2016)
Assisting client with academic needs in the school setting according to their Individualized Education Plan. Built client portfolio by volunteering in the community and establishing the life skills needed for a paying job.

Becket Family of Services, Pike, NH
Academic 1:1 Support (April 2016-July 2016)
Provide 1:1 support for students while adhering to their individual treatment plans. Assisting in the academic classroom as well as assisting the students with self-regulation. Engage students in the community and strengthening students' life skills.

Becket Family of Services, Pike, NH
Residential Youth Counselor (July 2015-April 2016)
Implement activities of daily living according to individual treatment plans and behavioral plans for at risk males between the ages of 13 and 21 years. Involve the residents in social and recreational activities such as community integration and physical activity. Encourage the residents to engage in high quality living skills, including: practicing personal hygiene, and housekeeping, along with preparing meals. Trained in medication distribution, Handle with Care physical behavior managements, and verbal de-escalation using Therapeutic Crisis Intervention.

Sununu Youth Services Center, Manchester, NH
Intern (February 2015-May 2015)

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Intern in a supervisory position. Participate in the in-take process and different treatment plan meetings. Engage with the students on the different units. Observe classes during the day and the residential aspect at night. Firsthand experience into the residential and placement piece of the juvenile justice system.

Saint Anselm College Meelia Center for Community Engagement, Manchester, NH
Site Coordinator for Sununu Youth Services Center (November 2013-May 2015)
Recruit and organize Saint Anselm College students to volunteer at Sununu Youth Services Center. Meet with SYSC each semester to plan and set goals. Act as liaison between students and SYSC, demonstrating excellent communication skills. Demonstrate problem solving ability when issues arise and solve them in a timely manner.
Volunteer at Sununu Youth Services Center, Manchester, NH (January 2013-May 2015)
Tutor, mentor, and encourage the youth, ages thirteen to eighteen while enabling them to realize their potential. Effectively motivate students to reach academic goals. Create an encouraging and supportive environment favorable to learning.
Volunteer at Hampshire House, Manchester, NH (January 2014-May 2014)
Teach computer skills, helped with resume building and job searching. Advised with sending employment inquiries. Created an encouraging and supportive environment.

Leadership

Appalachia Service Project-Letcher County, KY
Group Leader (June 2015)
Lead a group of 6 high school students to Kentucky to volunteer with Appalachia Service Project, an organization that helps make houses safer low income families. Delegated different parts of floor replacement jobs.

Spring Break Alternative Trip-Minden, LA
Volunteer (March 2012)
Traveled down to Louisiana and worked with The Fuller Center for Housing, an organization that helps build affordable housing for low-income families. Delegated relationships with family members and acquired exposure and understanding of the hardships faced by low income families.

Additional Experience

McDonald's-Hillsboro, NH
Crew Member (June 2014-June 2015)
Exhibited strong communication and sales skills while promoting services and meeting customers' needs. Show leadership when asked to supervise at times during shifts. Exemplify flexibility by working mornings, nights, weekends, and holidays. Based on ability and performance,
received progressive responsibility.

True Confections, LLC-Concord, NH
Cashier (May 2013-May 2014)
Work independently while opening and closing the store. Acquired significant experience in customer relations through direct contact with customers. Cashed out registers at the end of the night during closing. Accurately and efficiently handled /processed cash, checks, and credit card transactions.

Saint Anselm College Athletics -Manchester, NH
Athletic Communications (September 2012-May 2015)
Exercise ability to multi-task in high demand situations while recording statistics during sporting events. Demonstrate reliability, ability to focus, and attention to detail while responsible for different tasks during games including recording shots in hockey games, keeping the scorebook for volleyball, and knowing appropriate times to play music. Show reliability and responsibility when being a line judge during the volleyball games.

Computer Skills: Social Media (Facebook, Twitter, Instagram), Microsoft Office, NH WITS Electronic Health Record

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Appendix E

Program Staff List

New Hampshire Department of Health and Human Services

COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR

Proposal Agency Name: Grafton County
Program:
Budget Period: 7/1/2021 - 6/30/2022

A	B	C	D	E	F	G	H
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week dedicated to this program	Amnt Funded by this program for Budget Period	Total Salary for Budget Period	% of Salary Funded by this program	Site*
Example:							
Program Coordinator	Sandra Smith	$21.00	40	$13,680	$43,680	31%	
Administrative Salaries							
Substance abuse program director	Lucille Buteau	33.75	40	$70,190	$70,190	100%	Corrections
Administrative Assistant	Lindsey Thornton	$20.07	10	$10,436	$41,746	25%	GCAS
Director	Renee DePalo, MS CMHC	$31.11	5	$8,089	$64,709	13%	GCAS
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						#DIV/0!	
Total Admin. Salaries				$88,715	$176,644	50%	
Direct Service Salaries							
Counselor	Sarah Pepper	21.21	16	$17,520	$44,119	40%	Corrections
CRSW	Mark Deem	32.01	40	$66,579	$66,579	100%	Corrections
SUD Clinician	Nicole Mitchell MA, LADC	$31.68	35	$57,658	$65,894	88%	GCAS
Case Manager	Ashley Belyea, CRSW	$21.90	25	$28,470	$45,552	63%	GCAS
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Total Direct Salaries				$170,226	$222,144	77%	
Total Salaries by Program				$258,941.44	$398,788.73	65%	

Please note, any forms downloaded from the DHHS website will NOT calculate. Forms will be sent electronically via e-mail to all programs submitting a Letter of Intent by the due date.
*Please list which site(s) each staff member works at, if your agency has multiple sites.

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Program Staff List

New Hampshire Department of Health and Human Services

COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR

Proposal Agency Name: Grafton County
Program:
Budget Period: 7/1/22 - 06/30/23

A	B	C	D	E	F	G	H
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week dedicated to this program	Amnt Funded by this program for Budget Period	Total Salary for Budget Period	% of Salary Funded by this program	Site*
Example:							
Program Coordinator	Sandra Smith	$21.00	40	$13,680	$43,680	31%	
Administrative Salaries							
Substance abuse program director	Lucille Buteau	35.47	40	$73,774	$73,774	100%	Corrections
Administrative Assistant	Lindsey Thornton	$21.06	10	$10,949	$43,798	25%	GCAS
Director	Renee DePalo, MS CMHC	$34.29	5	$8,916	$71,326	13%	GCAS
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						#DIV/0!	
Total Admin. Salaries				$93,639	$188,898	50%	
Direct Service Salaries							
Counselor	Sarah Pepper	22.12	16	$18,403	$46,342	40%	Corrections
CRSW	Mark Deem	33.65	40	$69,986	$69,986	100%	Corrections
SUD Clinician	Nicole Mitchell MA, LADC	$32.31	35	$58,804	$67,205	88%	GCAS
Case Manager	Ashley Belyea, CRSW	$23.17	25	$30,117	$48,187	63%	GCAS
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						#DIV/0!	
Total Direct Salaries				$177,310	$231,720	77%	
Total Salaries by Program				$270,949.07	$420,617.49	64%	

Please note, any forms downloaded from the DHHS website will NOT calculate. Forms will be sent electronically via e-mail to all programs submitting a Letter of Intent by the due date.

*Please list which site(s) each staff member works at, if your agency has multiple sites.

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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

September 15, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into contracts with the Contractors listed below in an amount not to exceed $11,475,254 for Substance Use Disorder Treatment and Recovery Support Services, with the option to renew for up to four (4) additional years, effective upon Governor and Council approval through September 29, 2023. 66.56% Federal Funds. 14.00% General Funds. 19.44% Other Funds (Governor's Commission).

Contractor Name	Vendor Code	Area Served	Contract Amount
Belonging Medical Group, PLLC	334662-B001	Statewide	$562,794
Bridge Street Recovery, LLC	341988-B001	Statewide	$1,261,744
The Cheshire Medical Center	155405-B001	Statewide	$413,728
Dismas Home of New Hampshire, Inc.	290061-B001	Statewide	$651,316
FIT/NHNH, Inc.	157730-B001	Statewide	$2,216,432
Grafton County New Hampshire	177397-B003	Statewide	$464,325
Headrest	175226-B001	Statewide	$527,907
Hope on Haven Hill, Inc.	275119-B001	Statewide	$781,009
Manchester Alcoholism Rehabilitation Center	177204-B001	Statewide	$3,801,533
South Eastern New Hampshire Alcohol and Drug Abuse Services	155292-B001	Statewide	$794,466
		Total:	**$11,475,254**

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Funds are available in the following accounts for State Fiscal Years 2022 and 2023, and are anticipated to be available in State Fiscal Year 2024, 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.

See attached fiscal details.

EXPLANATION

The purpose of this request is to provide Substance Use Disorder Treatment and Recovery Supports Services statewide to New Hampshire residents who have income below 400% of the Federal Poverty Level, and are uninsured or underinsured.

The Contractors will provide statewide access to an array of treatment services, including individual and group outpatient services; intensive outpatient services; partial hospitalization; ambulatory withdrawal management services; transitional living services; high and low intensity residential treatment services; specialty residential services; and integrated medication assisted treatment. The Contractors will ensure individuals with a substance use disorder receive the appropriate type of treatment and have access to continued and expanded levels of care, which will increase the ability of individuals to achieve and maintain recovery. The Contractors will also assist eligible individuals with enrolling in Medicaid while receiving treatment, and the Department will serve as the payer of last resort.

Approximately 7,000 individuals will receive services over the next two years.

The Department will monitor services through monthly, quarterly, and annual reporting to ensure the Contractors:

- Provide services that reduce the negative impacts of substance misuse.
- Make continuing care, transfer and discharge decisions based on American Society of Addiction Medicine (ASAM) criteria.
- Treat individuals using Evidence Based Practices and follow best practices.
- Achieve initiation, engagement, and retention goals as required by the Department.

The Department selected the Contractors through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from July 20, 2021 through August 19, 2021. The Department received twelve (12) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached. This request represents ten (10) of twelve (12) contracts for Substance Use Disorder Treatment and Recovery Supports Services. The Department anticipates presenting two (2) additional contracts at a future Governor and Executive Council meeting for approval.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions of the attached agreements, the parties have the option to extend the agreements 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, individuals in need of Substance Use Disorder Treatment and Recovery Supports Services may not receive the treatment, tools, and education required to enhance and sustain recovery that, in some cases, prevents untimely deaths.

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Source of Federal Funds: Substance Abuse Prevention and Treatment Block Grant, CFDA 93.959 FAIN TI083464 and State Opioid Response Grant, CFDA # 93.788, FAIN TI083326.

In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

DocuSigned by:
Lori A. Weaver
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Lori A. Shibinette
Commissioner

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Belonging Medical Group 334662-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$69,199
2023	102-500731	Contracts for Prog Svc	$89,961
2024	102-500731	Contracts for Prog Svc	$21,261
Sub-total			$180,421

Bridge Street Recovery, LLC 341988-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$136,979
2023	102-500731	Contracts for Prog Svc	$188,928
2024	102-500731	Contracts for Prog Svc	$40,498
Sub-total			$366,405

Center/Dartmouth Hitchcock Keene 155405-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$60,015
2023	102-500731	Contracts for Prog Svc	$59,496
2024	102-500731	Contracts for Prog Svc	$13,122
Sub-total			$132,633

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CC of Nashua/Greater Nashua Mental Health | 154112-B001 | PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$0
2023	102-500731	Contracts for Prog Svc	$0
2024	102-500731	Contracts for Prog Svc	$0
Sub-total			$0

Dismas Home | 290061-B001 | PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$43,044
2023	102-500731	Contracts for Prog Svc	$62,909
2024	102-500731	Contracts for Prog Svc	$13,981
Sub-total			$119,934

Families in Transition | 157730-B001 | PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$196,022
2023	102-500731	Contracts for Prog Svc	$271,691
2024	102-500731	Contracts for Prog Svc	$58,106
Sub-total			$525,818

Grafton Cty 177397-B003 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$64,632
2023	102-500731	Contracts for Prog Svc	$69,395
2024	102-500731	Contracts for Prog Svc	$14,827
Sub-total			$148,854

Harbor Care 166574-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$0
2023	102-500731	Contracts for Prog Svc	$0
2024	102-500731	Contracts for Prog Svc	$0
Sub-total			$0

Headrest, Inc. 175226-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$26,063
2023	102-500731	Contracts for Prog Svc	$43,918
2024	102-500731	Contracts for Prog Svc	$10,390
Sub-total			$80,372

Hope on Haven Hill 275119-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$49,152
2023	102-500731	Contracts for Prog Svc	$51,320
2024	102-500731	Contracts for Prog Svc	$10,965
Sub-total			$111,437

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Manchester Alcohol Rehab Center, Easter Seals, Farnum Center — 177204-B001 — PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$166,941
2023	102-500731	Contracts for Prog Svc	$234,977
2024	102-500731	Contracts for Prog Svc	$50,208
Sub-total			$452,125

Southeastern NH Alcohol & Drug Abuse Services — 155292-B001 — PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$34,142
2023	102-500731	Contracts for Prog Svc	$36,020
2024	102-500731	Contracts for Prog Svc	$7,696
Sub-total			$77,858
SUB TOTAL GOV COMM			$2,195,857

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (66% FEDERAL FUNDS 34% GENERAL FUNDS)

Belonging Medical Group

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$146,657
2023	102-500731	Contracts for Prog Svc	$190,658
2024	102-500731	Contracts for Prog Svc	$45,059
Sub-total			$382,373

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$290,305
2023	102-500731	Contracts for Prog Svc	$400,404
2024	102-500731	Contracts for Prog Svc	$85,829
Sub-total			$776,539

Center/Dartmouth Hitchcock Keene

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$127,193
2023	102-500731	Contracts for Prog Svc	$126,092
2024	102-500731	Contracts for Prog Svc	$27,811
Sub-total			$281,095

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CC of Nashua/Greater Nashua Mental Health

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$0
2023	102-500731	Contracts for Prog Svc	$0
2024	102-500731	Contracts for Prog Svc	$0
Sub-total			$0

Dismas Home

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$91,226
2023	102-500731	Contracts for Prog Svc	$133,325
2024	102-500731	Contracts for Prog Svc	$29,631
Sub-total			$254,182

Families in Transition

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$415,437
2023	102-500731	Contracts for Prog Svc	$575,805
2024	102-500731	Contracts for Prog Svc	$123,147
Sub-total			$1,114,389

Grafton Cty

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$136,977
2023	102-500731	Contracts for Prog Svc	$147,071
2024	102-500731	Contracts for Prog Svc	$31,424
Sub-total			$315,471

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Harbor Care

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$0
2023	102-500731	Contracts for Prog Svc	$0
2024	102-500731	Contracts for Prog Svc	$0
Sub-total			$0

Headrest, Inc.

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$55,237
2023	102-500731	Contracts for Prog Svc	$93,078
2024	102-500731	Contracts for Prog Svc	$22,021
Sub-total			$170,335

Hope on Haven Hill

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$104,169
2023	102-500731	Contracts for Prog Svc	$108,764
2024	102-500731	Contracts for Prog Svc	$23,239
Sub-total			$236,172

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Manchester Alcohol Rehab Center,
Easter Seals, Farnum Center

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$353,805
2023	102-500731	Contracts for Prog Svc	$497,996
2024	102-500731	Contracts for Prog Svc	$106,407
Sub-total			$958,208

Southeastern NH Alcohol & Drug
Abuse Services

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$72,359
2023	102-500731	Contracts for Prog Svc	$76,338
2024	102-500731	Contracts for Prog Svc	$16,311
Sub-total			$165,008
SUB TOTAL CLINICAL			$4,653,772

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05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% FEDERAL FUNDS) funding ends 9/29/22.

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$88,800
2023	102-500731	Contracts for Prog Svc	$30,000
Sub-total			$118,800

Dismas Home

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$207,200
2023	102-500731	Contracts for Prog Svc	$70,000
Sub-total			$277,200

Families in Transition

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$432,900
2023	102-500731	Contracts for Prog Svc	$143,325
Sub-total			$576,225

Harbor Care

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$0
2023	102-500731	Contracts for Prog Svc	$0
Sub-total			$0

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Headrest, Inc.

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$207,200
2023	102-500731	Contracts for Prog Svc	$70,000
Sub-total			$277,200

Hope on Haven Hill

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$325,600
2023	102-500731	Contracts for Prog Svc	$107,800
Sub-total			$433,400

Manchester Alcohol Rehab Center, Easter Seals, Farnum Center

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$1,793,400
2023	102-500731	Contracts for Prog Svc	$597,800
Sub-total			$2,391,200

Southeastern NH Alcohol & Drug Abuse Services

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$414,400
2023	102-500731	Contracts for Prog Svc	$137,200
Sub-total			$551,600
SUB TOTAL SOR			$4,625,625
Grand Total All			$11,476,254

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New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RFP-2022-BDAS-01-SUBST

Project Title Substance Use Disorder Treatment and Recovery Support Services

	Maximum Points Available	Belonging Medical Group, PLLC	Bridge Street Recovery, LLC	Cheshire Medical Center	Dismas Home of New Hampshire, Inc.	Manchester Alcoholism Rehabiltation Center	FIT/NHNH, Inc.	Grafton County New Hampshire	Community Council of Nashua, N.H. d/b/a Greater Nashua Mental Health	Harbor Home	Headrest	Hope on Haven Hill, Inc.	South Eastern New Hampshire Alcohol & Drug Abuse Services
Technical													
Qualifications (Q1)	50	40	25	47	37	50	50	43	48	50	50	50	50
Experience (Q2)	50	45	25	48	35	45	50	45	50	50	50	45	48
ASAM (Q3)	20	20	11	8	20	15	20	10	20	20	9	20	20
Knowledge (Q4)	20	20	13	5	20	13	20	15	20	20	10	20	18
Samples (Q5)	30	15	7	8	23	21	14	21	12	8	7	14	8
Collaboration & Wraparound (Q6)	45	45	25	15	45	24	45	37	40	45	40	40	20
Staffing Plan (Q7)	15	13	13	4	10	12	13	13	13	13	10	14	4
Subtotal - Technical	230	198	119	135	190	180	212	184	203	206	176	203	168
Cost													
4.2.1.1. Budget Sheet	70	63	30	63	63	48	60	63	60	68	58	65	62
4.2.1.2. Staff List	30	25	29	25	25	28	28	30	25	25	28	30	28
Subtotal - Cost	100	88	59	88	88	76	88	93	85	93	86	95	90
TOTAL POINTS	330	286	178	223	278	256	300	277	288	299	262	298	258

	Reviewer Name	Title
1	Sara Cleveland	
2	Paula Holigan	
3	Laurie Heath	
4		
5		

FORM NUMBER P-37 (version 12/11/2019)

Subject: Substance Use Disorder Treatment and Recovery Support Services (RFP-2022-BDAS-01-SUBST-07)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Grafton County New Hampshire		1.4 Contractor Address 3855 Dartmouth College Highway North Haverhill, NH 03774	
1.5 Contractor Phone Number (603) 787-6767	1.6 Account Number 010-95-92-920510-33820000 010-95-92-920510-33840000	1.7 Completion Date September 29, 2023	1.8 Price Limitation $464,325
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: Julie L Libby 7485A38EA0D54AA... Date: 9/14/2021		1.12 Name and Title of Contractor Signatory Julie L Libby Finance Director	
1.13 State Agency Signature DocuSigned by: Katja Fox ED9D05B04C03442... Date: 9/14/2021		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: J. Christopher Marshall D5BD458E80D4403... On: 9/14/2021			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS JLL
Date 9/14/2021

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.

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Date 9/14/2021

DocuSign Envelope ID: 29404596-35E2-4ED6-9533-002BB2EF0A19

DocuSign Envelope ID: D80D345A-675D-4BB5-B5A3-4C046FA4EB1B

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 omissions of the

Contractor Initials JLL

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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.

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Date 9/14/2021

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

EXHIBIT A

Revisions to Standard Agreement 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 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.

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall provide Substance Use Disorder (SUD) Treatment and Recovery Support Services that assist individuals with:

1.1.1. Stopping or reducing substance misuse;

1.1.2. Improving physical and mental health and social function; and

1.1.3. Reducing risk for recurrence of substance misuse.

1.2. Resiliency and Recovery Oriented Systems of Care (RROSC)

1.2.1. The Contractor shall ensure SUD Treatment and Recovery Support Services are available to eligible individuals, regardless of where the individual lives or works in New Hampshire. The Contractor shall:

1.2.1.1. Provide treatment services that support the RROSC by operationalizing the Continuum of Care Model.

1.2.1.2. Ensure all services:

1.2.1.2.1. Focus on strengths and resilience of individuals and families;

1.2.1.2.2. Are culturally sensitive and relevant to the diversity of individuals served;

1.2.1.2.3. Promote person-centered and self-directed approaches to care; and

1.2.1.2.4. Are trauma informed and designed to acknowledge the impact of violence and trauma on individuals' lives and the importance of addressing trauma in treatment.

1.3. The Contractor shall comply with all requirements in Exhibit B-1, Operational Requirements, as applicable.

1.4. For the purposes of this agreement, all references to business days shall mean Monday through Friday and excluding state and federal holidays.

1.5. For the purposes of this agreement, all references to calendar days shall mean Monday through Sunday, including state and federal holidays.

1.6. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8:00 AM to 5:00 PM, excluding state and federal holidays.

2. Population Served

2.1. The Contractor shall provide services to individuals who:

2.1.1. Have income below 400% of the Federal Poverty Level;

2.1.2. Are residents of New Hampshire or experiencing homelessness in New Hampshire; and

2.1.3. Are determined positive for SUD with a clinical diagnosis by a Licensed or Unlicensed Counselor.

2.2. The Contractor shall ensure consent for services is obtained prior to providing services, in accordance with 42 CFR Part 2, from:

2.2.1. The individuals who are aged 12 years and older; or

2.2.2. The parent or legal guarding of an individual who is less than 12 years of age.

2.3. The Contractor shall ensure individuals under 18 years of age are not denied services due to:

2.3.1. The parent's inability and/or unwillingness to pay the fee(s); or

2.3.2. The minor's decision to receive confidential services pursuant to New Hampshire Revised Statutes Annotated (RSA) 318-B:12-a.

2.4. The Contractor shall provide services to eligible individuals who:

2.4.1. Receive Medication Assisted Treatment (MAT) services from other providers, including the individual's primary care provider;

2.4.2. Have co-occurring mental health disorders; or

2.4.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

2.5. The Contractor shall enroll eligible individuals for services in order of the priority described below:

2.5.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48-hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:

2.5.1.1. Contact with the Doorway of the individual's choice to connect the individual with SUD treatment services and document actions taken;

2.5.1.2. Assist individuals who refuse referral services offered through the Doorway with identifying alternative providers and

accessing services with these providers, which includes referrals for prenatal care and actively reaching out to identify providers on the behalf of the individual; and

2.5.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor's agency or an alternative provider. The Contractor shall ensure interim services include:

2.5.1.3.1. A minimum of one 60-minute individual or group outpatient session per week or;

2.5.1.3.2. Recovery support services as needed by the individual; or

2.5.1.3.3. Daily calls to the individual to assess and respond to any emergent needs.

2.5.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose in the 14 days prior to screening or in the period between screening and admission to the program.

2.5.3. Individuals with a history of injection drug use, including the provision of interim services within 14 days. If the Contractor is unable to admit an individual with a history of injection drug use within 14 days of the individual applying for services, the Contractor shall provide and document interim services until the appropriate level of care becomes available at either the Contractor's agency or an alternative provider.

2.5.4. Individuals with substance use and co-occurring mental health disorders;

2.5.5. Individuals with current Opioid Use Disorders or Stimulant Use Disorders;

2.5.6. Veterans with SUD;

2.5.7. Individuals with SUD who are involved with the criminal justice and/or child protection system; and

2.5.8. Individuals who require priority admission at the request of the Department.

3. Scope of Services

3.1. Clinical Services

3.1.1. The Contractor shall adhere to a clinical care manual that includes policies and procedures related to all clinical services provided.

3.1.2. The Contractor shall develop and implement written policies and procedures governing its operation and all services provided through

this Agreement. The Contractor shall ensure staff are trained on all policies and procedures, which are reviewed and revised annually.

3.1.3. The Contractor shall provide the following SUD treatment services to eligible individuals:

3.1.3.1. The Contractor shall provide Individual Outpatient Treatment as defined as American Society of Addiction Medicine **(ASAM) Criteria, Level 1**. The Contractor shall ensure outpatient treatment services assist individuals achieve treatment objectives through the exploration of SUDs and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision-making with regard to alcohol and other drug related problems.

3.1.3.2. The Contractor shall provide Group Outpatient Treatment as defined as **ASAM Criteria, Level 1**. The Contractor shall ensure outpatient treatment services assist a group of individuals achieve treatment objectives through the exploration of SUDs and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

3.1.3.3. The Contractor shall provide Intensive Outpatient Treatment as defined as **ASAM Criteria, Level 2.1**. The Contractor shall ensure:

3.1.3.3.1. Intensive outpatient treatment services provide intensive and structured individual and group SUD treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services;

3.1.3.3.2. Services for adults are provided for a minimum of (9) hours a week; and

3.1.3.3.3. Services for adolescents are provided for a minimum of six (6) hours a week.

3.1.4. The Contractor shall provide clinical services separately for adolescents and adults, unless otherwise approved by the Department. The Contractor shall ensure:

3.1.4.1. Adolescents and adults do not share the same residency space; and

3.1.4.2. Communal spaces such as kitchens, group rooms, and recreation are shared at separate times.

3.1.5. The Contractor shall ensure all residential programs maintain a daily shift change log documenting significant events and client behavior of which a subsequent shift should be made aware.

3.2. Recovery Support Services

3.2.1. The Contractor shall provide recovery support services that remove barriers to an individual's participation in treatment or recovery or reduce or remove threats to an individual maintaining participation in treatment and/or recovery. The Contractor shall:

3.2.1.1. Provide individual or group **Intensive Case Management** in accordance with SAMHSA TIP 27: Comprehensive Case Management for Substance Abuse Treatment.

3.3. Interim Services

3.3.1. The Contractor shall provide interim services to all individuals waiting for clinical services. The Contractor shall ensure Interim Services include, but are not limited to:

3.3.1.1. Counseling and education about HIV and TB, the risks of needle sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur.

3.3.1.2. Referral for HIV or TB treatment services, if necessary.

3.3.1.3. Individual and/or group counseling on the effects of alcohol and other drug use.

3.4. Infectious Diseases

3.4.1. *Oral Fluid HIV Testing*

3.4.1.1. The Contractor shall administer rapid, on-site, same-day, oral fluid HIV testing as a routine component of SUD treatment for all individuals receiving services, except in those cases where an individual is being served solely via telehealth.

3.4.1.2. If testing is not possible at the time of admission, the Contractor shall administer testing within 48 hours from admission for residential services or at the time of the second session for outpatient services.

3.4.1.3. The Contractor shall conduct an HIV/AIDS screening upon an individual's admission to treatment. The Contractor shall ensure the screening includes:

3.4.1.3.1. The provision of information;

3.4.1.3.2. Risk assessment; and

3.4.1.3.3. Intervention and risk reduction education.

3.4.1.4. In cases where oral fluid HIV testing yields a positive result, the Contractor shall:

3.4.1.4.1. Complete and submit appropriate disease reporting forms to the Department within 72 hours of preliminary diagnoses, in accordance with New Hampshire Administrative Rule He-P 301.

3.4.1.4.2. Assist the Department's Infectious Disease Prevention, Investigation and Care Services Section staff connecting with individuals for the purpose of eliciting, identifying and locating information on sexual or needle sharing partners.

3.4.1.4.3. Link individuals to medical care and counseling services.

3.4.1.5. If an individual refuses to be tested for HIV or refuses to share the results with the Contractor, the Contractor shall:

3.4.1.5.1. Confirm the individual is still eligible to receive services funded through this Agreement; and

3.4.1.5.2. Clearly document the refusal in the individual's file.

3.4.1.6. If an individual receives an HIV test from an alternate provider, the Contractor shall:

3.4.1.6.1. Clearly document the date, location and provider of the HIV test; and

3.4.1.6.2. Ensure follow-up services were provided as appropriate.

3.4.1.7. The Contractor shall ensure all State reporting requirements are met while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.

3.4.1.8. The Contractor shall report all individuals with a positive HIV result, as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.

3.4.2. *Tuberculosis*

3.4.2.1. The Contractor shall directly, or through arrangements with other public or non-profit private entities, routinely make the following tuberculosis services available to each individual receiving SUD treatment services:

3.4.2.1.1. Counseling with respect to TB.

3.4.2.1.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.

3.4.2.1.3. Providing for or referring the individuals infected by mycobacteria TB for appropriate medical evaluation and treatment.

3.4.2.2. The Contractor shall refer individuals, who are denied admission to the program on the basis of lack of capacity, to other providers of TB services.

3.4.2.3. The Contractor shall implement infection control procedures consistent with procedures established by the Department to prevent the transmission of TB, which include:

3.4.2.3.1. Screening patients and identifying individuals who are at high risk of becoming infected.

3.4.2.3.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.

3.4.2.3.3. Providing case management to ensure individuals receive services.

3.4.2.4. The Contractor shall report all individuals with active TB, as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.

3.5. Eligibility and Intake

3.5.1. The Contractor shall determine eligibility for services for individuals requesting SUD or recovery support services. The Contractor shall:

3.5.1.1. Assess each individual's income prior to admission using the Web Information Technology System (WITS) fee determination model; and

3.5.1.2. Ensure the individual signs the income assessment upon admission to treatment.

3.5.2. The Contractor shall update income information for all eligible individuals receiving services. The Contractor shall:

3.5.2.1. Ensure updates are completed at a minimum interval of every four (4) weeks;

3.5.2.2. Document each inquiry in the individual's service record using the WITS fee determination model; and

3.5.2.3. Ensure the individual receiving services signs each updated income assessment.

3.5.3. The Contractor shall complete an intake screening for all eligible individuals requesting services. The Contractor shall:

3.5.3.1. Communicate directly with the individual within two (2) business days from the date the individual initially contacts the Contractor for services. The Contractor shall ensure communication includes:

3.5.3.1.1. Face-to-face, in person;

3.5.3.1.2. Face-to-face, virtually and/or electronically; or

3.5.3.1.3. By telephone.

3.5.3.2. Complete an initial intake screening for the individual within two (2) business days from the date of the first direct contact, utilizing the WITS Social Detox Screen or another Department-approved tool, and document the results in WITS, to determine:

3.5.3.2.1. The probability of eligibility for services under this Agreement; and

3.5.3.2.2. The probability of the individual having a substance use disorder.

3.5.3.3. Ensure all attempts to contact the individual are documented in the individual record or call log.

3.6. Clinical Evaluation

3.6.1. The Contractor shall use clinical evaluations conducted and completed by a NH Licensed or Unlicensed Counselor that include DSM 5 Diagnostic information and a recommendation for a level of care based on the ASAM Criteria published in October 2013 (ASAM Criteria), from a referring agency, conducted and completed less than 30 days prior to the individual's admission to the Contractor's SUD treatment program.

3.6.2. The Contractor shall ensure any changes to ASAM dimensions that occurred after the completion of the accepted evaluation from the referring agency are recorded in the individual's record within three (3) days after admission to residential treatment or three (3) sessions

for any outpatient levels of care, whichever is later.

3.6.3. The Contractor shall complete a new clinical evaluation for the individual if:

3.6.3.1. More than 30 days have passed since the referring provider completed the evaluation;

3.6.3.2. The evaluation was conducted and completed by someone other than a NH Licensed or Unlicensed Counselor;

3.6.3.3. The evaluation did not include DSM 5 Diagnostic information and a recommendation for a specific level of care based on the ASAM Criteria; or

3.6.3.4. An individual presents without a completed evaluation.

3.6.4. The Contractor shall assist individuals with accessing an evaluation through their local Doorway, or other appropriate provider, if the Contractor is unable to complete the evaluation prior to admission due to geographic or other barriers.

3.6.5. The Contractor shall ensure the new evaluation is:

3.6.5.1. Completed within three (3) days after admission to residential treatment or three (3) sessions for any outpatient level of care, whichever is later, and

3.6.5.2. Conducted and completed by a NH Licensed or Unlicensed Counselor; utilizing CONTINUUM or an approved alternative assessment tool, provided by the Department, which includes DSM 5 Diagnostic information and recommendation for a specific level of care based on the ASAM Criteria.

3.6.6. The Contractor shall provide SUD treatment services, to eligible individuals, for the appropriate ASAM level of care, as indicated by the individual's clinical evaluation unless:

3.6.6.1. The individual chooses to receive a service with a lower intensity ASAM level of care; or

3.6.6.2. The service with the indicated ASAM level of care is unavailable at the time the level of care is determined; in which case the individual may choose:

3.6.6.2.1. A service with a lower Intensity ASAM level of care;

3.6.6.2.2. A service with the next available higher intensity ASAM level of care;

3.6.6.2.3. To be placed on the waitlist until their service with the assessed ASAM level of care becomes available; or

3.6.6.2.4. To be referred to another agency in the individual's service area that provides the service with the indicated ASAM level of care.

3.6.7. The Contractor shall ensure, if the clinically appropriate level of care is available and an individual is admitted to a level of care other than what is recommended by the clinical evaluation, the reasoning for the admittance will be clinically justified using ASAM Criteria and be documented in the individual's record prior to admission.

3.7. Waitlists

3.7.1. The Contractor shall maintain a waitlist for all individuals and all SUD treatment services regardless of payor source.

3.7.2. The Contractor shall track the wait time for individuals to receive services from the date of initial contact to the date the individual first received SUD services, other than the evaluation in Subsection 2.11.

3.7.3. The Contractor shall provide monthly reports to the Department detailing:

3.7.3.1. The average wait time for all individuals, by the type of service and payer source for all services; and

3.7.3.2. The average wait time for priority populations, as listed in Subsection 2.5, by the type of service and payer source for the services.

3.8. Assistance Enrolling in Insurance Programs

3.8.1. The Contractor shall assist individuals who are unable to secure the financial resources necessary for initial entry into the SUD treatment program, and/or their parents or legal guardians, obtain other potential sources for payment, within 14 days after admission, which may include, but is not limited to enrollment in:

3.8.1.1. Public insurance.

3.8.1.2. Private insurance.

3.8.1.3. New Hampshire Medicaid programs.

3.8.2. The Contractor shall document assistance provided with securing financial resources or the individuals' refusal of assistance in the individual's service record.

3.9. Use of Evidence-Based Practices

3.9.1. The Contractor shall ensure all services in this Agreement are provided:

3.9.1.1. Using evidence-based practices; as demonstrated by meeting one of the following criteria:

3.9.1.1.1. The service is included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center.

3.9.1.1.2. The service is published in a peer-reviewed journal and has been found to have positive effects; or

3.9.1.1.3. The service is based on a theoretical perspective that has validated research.

3.9.1.2. In accordance with:

3.9.1.2.1. ASAM Criteria;

3.9.1.2.2. Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs); and

3.9.1.2.3. SAMHSA Technical Assistance Publications (TAPs).

3.9.2. The Contractor shall assess all individuals for risk of self-harm at all phases of treatment, including:

3.9.2.1. Initial contact;

3.9.2.2. Screening;

3.9.2.3. Intake;

3.9.2.4. Initial Clinical Evaluation/Assessment;

3.9.2.5. Admission;

3.9.2.6. On-going treatment services; and

3.9.2.7. Discharge.

3.9.3. The Contractor shall assess all individuals for withdrawal risk based on ASAM Criteria standards at all phases of treatment, including:

3.9.3.1. Initial contact;

3.9.3.2. Screening;

3.9.3.3. Intake;

3.9.3.4. Initial Clinical Evaluation/Assessment;

3.9.3.5. Admission; and

3.9.3.6. On-going treatment services.

3.9.4. The Contractor shall stabilize all individuals based on ASAM Criteria guidance. The Contractor shall:

3.9.4.1. Provide stabilization services when an individual's level of risk indicates a service with an ASAM level of care that can be provided in this Agreement and integrate withdrawal management into the individual's treatment plan.

3.9.4.2. Provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely. If the Contractor does not provide the indicated ASAM level of care, the Contractor shall:

3.9.4.2.1. Refer the individual to a facility where the services can be provided when an individual's risk indicates a service with an ASAM level of care that is higher than can be provided under this Contract.

3.9.4.2.2. Coordinate with the withdrawal management services provider to admit the individual to an appropriate service once the individual's withdrawal risk has reached a level that can be provided under this Contract.

3.10. Treatment Planning

3.10.1. The Contractor shall complete individualized treatment plans for all individuals determined to be eligible for services, based on clinical evaluation data that addresses problems in all ASAM Criteria domains, which justify the individual's admittance to a given level of care, except for Transitional Living, which is not required to address all ASAM domains. The Contractor shall ensure all treatment plans:

3.10.1.1. Are completed within two (2) business days or two (2) sessions from the completion of the clinical evaluation or admission, whichever is later;

3.10.1.2. Include treatment plan goals, objectives, and interventions written in terms that are S.M.A.R.T., which are:

3.10.1.2.1. Specific, clearly defining what shall be done;

3.10.1.2.2. Measurable, including clear criteria for progress and completion;

3.10.1.2.3. Attainable, within the individual's ability to achieve;

3.10.1.2.4. Realistic, the resources are available to the individual;

3.10.1.2.5. Timely, something that needs to be completed within a stated period for completion that is reasonable; and

3.10.1.3. Include the individual's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

3.10.2. The Contractor shall update treatment plans at a minimum of intervals as follows:

3.10.2.1. All Level 1 programs: Every six (6) sessions or every six (6) weeks, whichever is earlier.

3.10.2.2. Level 2.1: Every six (6) group sessions or every two (2) weeks, whichever is earlier.

3.10.2.3. Level 2.5, Level 3, Level 3.3, Level 3.5, and Level 3.7: Every seven (7) sessions or every one (1) week, whichever is earlier.

3.10.2.4. Level 3.1 and Transitional Living: Every four (4) weeks, or every four (4) sessions, whichever is earlier.

3.10.3. The Contractor shall update treatment plans, in addition to the recommended intervals above, when:

3.10.3.1. Changes are made in any ASAM domain, except for Transitional Living;

3.10.3.2. Goals have been met and problems have been resolved; or

3.10.3.3. New goals and new problems have been identified.

3.10.4. The Contractor shall ensure treatment plan updates for all levels of care, except Transitional Living include:

3.10.4.1. Justification for continued treatment at the current level of care;

3.10.4.2. Transfer from one level of care to another within the same agency; or

3.10.4.3. Discharge from treatment at the agency.

3.10.5. The Contractor shall ensure justification includes a minimum of one (1) of the three (3) criteria for continuing services when addressing continuing care as:

3.10.5.1. Continuing Service Criteria, A: The individual is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the individual to continue working toward treatment goals; or

3.10.5.2. Continuing Service Criteria B: The individual is not yet making progress, but has the capacity to resolve their issues. The individual is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue working toward treatment goals; and /or

3.10.5.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the individual is receiving treatment is the least intensive level at which the individual's problems can be addressed effectively.

3.10.5.4. The signature of the individual and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.

3.10.6. The Contractor shall track the individual's progress relative to the specific goals, objectives, and interventions in the individual's treatment plan by completing encounter notes in WITS, or an alternative Electronic Health Record (EHR) approved by the Department.

3.11. Coordination of Care

3.11.1. The Contractor shall inform the Regional Public Health Networks (RPHN) of services available in order to align SUD work with other RPHN projects that may be similar or impact the same populations.

3.11.2. The Contractor shall ensure all coordination of care activities are compliant with state and federal laws and rules, including but not limited to 42 CFR Part 2.

3.11.3. The Contractor shall refer individuals to, and coordinate the individual's care with, other providers and document the coordination, or individual's refusal of the coordination, in the individual's service record. The Contractor shall ensure referrals include, but are not limited to:

3.11.3.1. Primary care providers. If the individual does not have a primary care provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider.

3.11.3.2. Behavioral health care providers when serving individuals with co-occurring substance use and mental health disorders. If the individual does not have a behavioral health care provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider.

3.11.3.3. Medication-Assisted Treatment (MAT) providers.

3.11.3.4. Peer recovery support providers. If the individual does not have a peer recovery support provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider.

3.11.4. The Contractor shall coordinate with case management services offered by the individual's managed care organization, third party insurance or other provider, as applicable.

3.11.5. The Contractor shall coordinate individual services with the Department's Doorway contractors including, but not limited to:

3.11.5.1. Ensuring timely admission of individuals to services,

3.11.5.2. Completing initial clinical evaluations as needed.

3.11.5.3. Referring individuals to Doorway services when the Contractor cannot admit an individual for services within 48 hours.

3.11.5.4. Referring individuals to Doorway services at the time of discharge when an individual is in need of Doorway services.

3.11.6. The Contractor shall coordinate with the NH Ryan White CARE Program, for individuals identified as at risk of or with HIV/AIDS.

3.11.7. The Contractor shall coordinate with other social service agencies engaged with the individual, as applicable, which may include but are not limited to:

3.11.7.1. NH Division for Children, Youth and Families (DCYF).

3.11.7.2. Probation and parole.

3.11.7.3. Doorways.

3.11.8. The Contractor shall clearly document in the individual's service record when the individual refuses any referrals or care coordination.

3.11.9. The Contractor shall not prohibit individuals from receiving services under this Agreement when an individual does not consent to information sharing.

3.11.10. The Contractor shall notify individuals who consent to information sharing that they have the ability to rescind the consent at any time without any impact on services provided under the awarded contract.

3.11.11. The Contractor shall coordinate with local recovery community organizations, where available, to bring peer recovery support providers into the treatment setting, to meet with individuals to describe available services and to engage individuals in peer recovery support services as applicable.

3.11.12. The Contractor shall complete a Transfer Plan on the day of transfer when an individual is transferring from one level of care to another *within the same agency*, during the same episode of care for all services. The Contractor shall ensure the Transfer Plan:

3.11.12.1. Addresses all ASAM Dimensions;

3.11.12.2. Includes at least one of the four (4) ASAM Criteria for transfer, including how the individual meets that criteria; and

3.11.12.3. Includes the transfer plan and recommendations, with specific information regarding further treatment at the agency.

3.12. The Contractor shall discharge an individual from WITS by closing the Episode in WITS when the individual is discharged from treatment at the agency, even if they are expected to return at a future date, for example, after completing treatment at a different agency. The time frames for discharge are as follows:

3.12.1. Individuals receiving outpatient services (individual outpatient (OP), intensive outpatient (IOP), partial hospitalization program (PHP)), who have not received services in the past 30 days must be discharged by day 30. Upon the individual's return to treatment a new episode of care must be started, and all standard admission steps must be taken.

3.12.2. Individuals receiving residential services, including but not limited to low intensity and high intensity, who have not received services in the past 48 hours must be discharged. The Contractor shall ensure discharge is completed within seven (7) days of the last day of service. Upon the individual's return to treatment a new episode of care must be started, and all standard admission steps must be taken.

3.13. The Contractor shall identify the reason for transfer or discharge in the Program Enrollment section of WITS for each individual at the time of transfer or

discharge from the program.

3.14. The Contractor shall complete a Discharge Summary when an individual is being discharged from treatment at the contracted agency for all services within this Agreement. The Contractor shall ensure the Discharge Summary:

3.14.1. Addresses all ASAM (2013) domains, including the process of transfer planning at the time of the individual's intake to the program, except for Transitional Living;

3.14.2. Is in accordance with Exhibit B-1, Operational Requirements;

3.14.3. Includes the reason for admission, course of treatment, discharge assessment, strengths and liabilities, and discharge plan and recommendations, with specific information regarding referrals or further treatment; and

3.14.4. Includes at least one of the following four (4) ASAM Criteria for discharge, and how individual meets the requirement, except for Transitional Living:

3.14.4.1. Transfer/Discharge Criteria A: The patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

3.14.4.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

3.14.4.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit their ability to resolve their problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

3.14.4.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of their problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

3.15. Individual and Group Education

3.15.1. The Contractor shall offer all individuals receiving services under this Agreement individual or group education on prevention, treatment, and nature of:

3.15.1.1. Substance use disorders.

3.15.1.2. Relapse prevention.

3.15.1.3. Hepatitis C Virus (HCV).

3.15.1.4. Human Immunodeficiency Virus (HIV).

3.15.1.5. Sexually Transmitted Diseases (STDs).

3.15.1.6. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;

3.15.1.7. Individual and/or group counseling for individuals of childbearing age, regardless of gender, on the effects of alcohol and other drug use on a fetus.

3.15.1.8. The relationship between tobacco use and substance use and other mental health disorders, if the individual uses nicotine.

3.15.2. The Contractor shall ensure that all individuals are screened at intake and discharge for tobacco use, treatment needs and referral to the NH QuitLine, as part of treatment planning.

3.15.3. The Contractor shall maintain an outline of each educational session provided.

3.16. Tobacco-Free Environment

3.16.1. The Contractor shall ensure a tobacco-free environment by having policies and procedures that apply to all staff, individuals receiving services, and visitors that include but are not limited to:

3.16.1.1. Smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices.

3.16.1.2. Prohibiting the use of tobacco products within the Contractor's facilities at any time.

3.16.1.3. Prohibiting the use of tobacco in any Contractor-owned vehicle.

3.16.1.4. Whether the use of tobacco products is prohibited outside of the facility on the grounds. If use of tobacco products is allowed outside of, but on the grounds of, the facility, the Contractor shall ensure:

3.16.1.4.1. Designated smoking area(s) are located a minimum of 20 feet from the main entrance;

3.16.1.4.2. All materials used for smoking in the designated area, including cigarette butts and matches, are extinguished and disposed of in appropriate containers;

3.16.1.4.3. Periodic cleanup of the designated smoking area is scheduled and completed as scheduled and/or needed; and

3.16.1.4.4. If the designated smoking area is not properly maintained, it is eliminated at the discretion of the Contractor.

3.16.1.5. Prohibiting tobacco use in personal vehicles when transporting individuals on authorized business.

3.16.2. The Contractor shall ensure the Tobacco-Free Environment policy is included in employee, individual, and visitor orientations and posted in the Contractor's facilities and vehicles.

3.16.3. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging individuals from services being provided under this Contract.

3.17. State Opioid Response (SOR) Grant Standards

3.17.1. The Contractor shall establish formal information sharing and referral agreements with the Doorways in compliance with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.

3.17.2. The Contractor shall ensure all referrals of individuals to the Doorways are:

3.17.2.1. Completed and documented in the individual's file;

3.17.2.2. Available to the Department as requested and as needed for payment of invoices for services provided through SOR-funded initiatives.

3.17.3. The Contractor shall ensure individuals receiving services rendered from SOR funds have a documented history or current diagnoses of Opioid Use Disorder (OUD) or Stimulant Use Disorders.

3.17.4. The Contractor shall coordinate ongoing care for individuals with documented history or current diagnoses of OUD or Stimulant Use Disorder, receiving services rendered from SOR funds, with the Doorways in accordance with 42 CFR Part 2.

3.17.5. The Contractor shall ensure that SOR grant funds are not used to purchase, prescribe, or provide marijuana or for providing treatment

using marijuana. The Contractor shall ensure:

3.17.5.1. Treatment in this context includes the treatment of opioid use disorder (OUD).

3.17.5.2. Grant funds are not provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental health disorders.

3.17.5.3. This marijuana restriction applies to all subcontracts and memorandums of understanding (MOU) that receive SOR funding.

3.17.6. The Contractor shall provide Medication Assisted Treatment (MAT) only with FDA-approved MAT for Opioid Use Disorder (OUD), which includes:

3.17.6.1. Methadone; and

3.17.6.2. Buprenorphine products including:

3.17.6.2.1. Single-entity buprenorphine products;

3.17.6.2.2. Buprenorphine/naloxone tablets;

3.17.6.2.3. Buprenorphine/naloxone films; and

3.17.6.2.4. Buprenorphine/naloxone buccal preparations.

3.17.7. The Contractor shall provide medical withdrawal management services supported by SOR funds only when the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

3.17.8. The Contractor shall provide a Fentanyl test strip utilization plan to the Department for approval prior to implementation. The Contractor shall ensure the utilization plan includes:

3.17.8.1. Internal policies for the distribution of Fentanyl strips;

3.17.8.2. Distribution methods and frequency; and

3.17.8.3. Other key data as requested by the Department.

3.17.9. The Contractor shall ensure individuals receiving financial aid for recovery housing utilizing SOR funds are in a recovery housing facility that aligns with the National Alliance for Recovery Residences standards and is registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with New Hampshire Administrative Rules, He-A 305, Voluntary Registry for Recovery Houses.

3.17.10. The Contractor shall accept individuals on MAT and facilitate access

to MAT on-site or through referrals for all individuals supported with SOR funds, as clinically appropriate.

3.17.11. The Contractor shall ensure individuals who refuse to consent to information sharing with the Doorways do not receive services utilizing SOR funding.

3.17.12. The Contractor shall ensure individuals who rescind consent to information sharing with the Doorway do not receive any additional services utilizing SOR funding.

4. Web Information Technology System

4.1. The Contractor shall use the Web Information Technology System (WITS) to record contact with individuals within three (3) days following the activity, unless otherwise stated in the WITS guidance document(s). The Contractor shall utilize WITS to record all BDAS individual activities, including, but not limited to:

4.1.1. Determining individual eligibility.

4.1.2. Reporting all data that is used to calculate and analyze National Outcome Measures.

4.1.3. Billing the Department for services performed under the resulting contract including all data required by the Department to authorize payment.

4.1.4. Providing other information as required by the Department.

4.2. The Contractor shall provide the individual with the WITS Information Acknowledgement and obtain the individual's signature on that format the time of admission to treatment, prior to providing services.

4.3. The Contractor shall ensure information for individuals refusing to sign the WITS Information Acknowledgement is not entered into the WITS system and the Contractor shall contact the Department to establish alternative reporting and billing procedures.

4.4. The Contactor shall ensure services are provided to individuals who refuse to sign the WITS Information Acknowledgement, despite not being able to enter that individual into the WITS system. The Contractor shall:

4.4.1. Establish a policy to document individual activity elsewhere;

4.4.2. Obtain Department approval of the established policy;

4.4.3. Notify the Department of each individual's refusal; and

4.4.4. Ensure the Department has access to records as requested.

4.5. The Contractor shall ensure the WITS system is only used for individuals who are in a program that is funded by or under the oversight of the Department.

The Contractor may use WITS to enter information for non-BDAS individuals if the following conditions apply:

4.5.1. The Department has approved the Contractors' use of WITS for this purpose;

4.5.2. The Contractor utilized WITS prior to September of 2019; and

4.5.3. The Contractor does not have an alternative electronic health record available for use.

4.6. The Contractor shall cease utilizing WITS if an individual obtains funding from another source while in treatment, unless otherwise approved by the Department. Individuals who are in a program that is funded by or under the oversight of the Department include:

4.6.1. Individuals receiving BDAS-funded SUD treatment services,

4.6.2. Individuals receiving services from Impaired Driver Care Management Programs (IDCMP); and

4.6.3. Individuals receiving services from Impaired Driver Service Providers (IDSP), regardless of funding source.

4.7. The Contractor may use their own electronic health record (EHR), in addition to WITS, to record and track other data not collected in WITS, upon approval by the Department and only if the Department has access to the EHR.

4.8. The Contractor shall record that an individual has been discharged when the individual has completed a treatment episode in WITS.

4.9. The Contractor shall follow all the instructions and requirements in the most current WITS User Guide, as provided by the Department.

4.10. The Contractor shall agree to and follow the Information Security Requirements in Exhibit K.

5. Telehealth

5.1. The Contractor may deliver outpatient services via telehealth through secure telecommunication technology, when clinically appropriate and within the Contractor's scopes of practice, as documented in the individual's treatment plan. The Contractor acknowledges and agrees that:

5.1.1. Telehealth services may be rendered from a remote site, other than the Contractor's facility.

5.1.2. Confidentiality and privacy protections apply to all telehealth services, under the same laws that protect the confidentiality of in-person services

5.1.3. The use of public facing applications such as Facebook Live, Twitch, TikTok, or other similar video communication applications is

prohibited.

5.2. The Contractor shall ensure telehealth complies with all security and privacy components identified in Exhibit K, DHHS Information Security Requirements. The Contractor shall ensure:

5.2.1. Individual's informed consent to using the telecommunication technology is received and kept on file.

5.2.2. A provider is present with the individual(s) during the use of telecommunication technology.

5.2.3. Only authorized users have access to any electronic PHI (ePHI) that is shared or available through the telecommunication technology.

5.2.4. Secure end-to-end communication of data is implemented, including all communication of ePHI remaining in the United States.

5.2.5. A system of monitoring the communications containing ePHI is implemented to prevent accidental or malicious breaches.

5.3. The Contractor shall adhere to all relevant state and federal regulations regarding telehealth not identified in the contract, including regulations regarding face-to-face services.

6. Staffing

6.1. The Contractor shall meet the minimum staffing requirements, or request an exemption to the requirements, to provide the scope of work in this Agreement. Staffing levels must include the following:

6.1.1. A minimum of one (1) New Hampshire Licensed Clinical Supervisor.

6.1.2. Staffing ratios for the following:

6.1.2.1. Individual Counseling: The ratio of individuals to NH Licensed and Unlicensed Counselors who provide counseling to individuals on an individual basis in any ASAM level of care should be based on the following:

6.1.2.1.1. Clinician's ability to provide appropriate, effective, and evidence-based treatment to individuals within the setting;

6.1.2.1.2. Type of treatment provided;

6.1.2.1.3. Composition of the individual population; and

6.1.2.1.4. Availability of auxiliary services.

6.1.2.2. SUD Treatment Groups: No more than 12 individuals with one NH Licensed Counselor or Unlicensed Counselor present or no more than 16 individuals when that Counselor is joined by a second Licensed Counselor, Unlicensed

Counselor, CRSW or Uncertified Recovery Support Worker.

6.1.2.3. Recovery Support Groups: No more than eight (8) individuals with one (1) NH CRSW present or no more than 12 individuals when that CRSW is joined by a second CRSW, or Uncertified CRSW, Licensed or Unlicensed Counselor.

6.1.2.4. Milieu/Line Staff: Ratios must be based upon the needs of the individuals, and the staff's ability to ensure individual health, safety and well-being. The Contractor shall ensure a minimum of one (1) floating Milieu/Line staff member able to move between common areas to observe individuals is present at all times, when the space is occupied by individuals. The following Milieu/Line staff to individual ratio is required for all residential facilities. Temporary staffing shortages are allowable, but not encouraged, while the Contractor actively seeks to fill any open staff positions. Any temporary staffing shortages must be reported to BDAS in the Quarterly Reports, and Contractor must be actively working to recruit new staff:

6.1.2.4.1. 3.5 Level of Care, or 3.5 Co-occurring Capable Level of Care:

6.1.2.4.1.1. A maximum of five (5) individuals to 1 (one) Milieu/Line Staff Member present with individuals, during awake hours, when individuals are not participating in a group or individual session; and

6.1.2.4.1.2. A maximum of 10 individuals to one (1) awake Milieu/Line Staff during overnight hours.

6.1.2.4.2. 3.5 Co-occurring Enhanced Level of Care, or 3.7 Level of Care:

6.1.2.4.2.1. A maximum of five (5) individuals to one (1) Milieu/Line Staff Member present with individuals during awake hours, when individuals are not participating in a group or individual session; and

6.1.2.4.2.2. A maximum of 10 individuals to one (1) awake Milieu/Line during overnight hours.

6.1.2.4.3. 3.1 Level of Care:

6.1.2.4.3.1. A maximum of eight (8) individuals to one (1) Milieu/Line staff member present with individuals during awake hours, when individuals are not participating in a group or individual session; and

6.1.2.4.3.2. A maximum 14 individuals to one (1) awake Milieu/Line staff during overnight hours.

6.2. The Contractor shall notify the Department, in writing, of changes in key personnel, of whom a minimum of 10% of their work time is devoted to providing SUD treatment and/or recovery support services, and provide, within five (5) working days, updated resumes that clearly indicate the staff member is employed by the Contractor.

6.3. The Contractor shall notify the Department in writing within one (1) month of hire when a new administrator, coordinator, or any staff person essential to delivering this scope of services is hired to work in the program(s). The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the new hire notification.

6.4. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one (1) month.

6.5. The Contractor shall have policies and procedures related to student interns that address minimum coursework, experience and core competencies for interns having direct contact with individuals served by this Agreement.

6.6. The Contractor shall ensure student interns complete training on the following topics, as approved by the Department, prior to beginning their internship:

6.6.1. Ethics;

6.6.2. 12 Core Functions;

6.6.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and

6.6.4. Information security and confidentially practices for handling PHI and substance use disorder treatment records as safeguarded by 42 CFR Part 2.

6.7. The Contractor shall ensure attendance of all required training for interns is documented in the interns' records and shall provide a list of which includes the intern's name and dates and topics of training, to the Department as

requested.

6.8. The Contractor shall ensure the health, safety, and well-being of all individuals in areas where individuals congregate, including, but not limited to:

6.8.1. Common areas.

6.8.2. Group rooms.

6.8.3. Classrooms.

6.9. The Contractor shall ensure written policies are available for Department review, as requested, for all required positions. The Contractor may request an exemption of staffing requirements if the requirements are inappropriate for services provided.

6.10. The Contractor shall provide both clinical and safety justifications to request exemption for any of the staffing requirements believed inappropriate for proposed services and/or if the facility does not meet the staffing requirements to the Department for approval.

6.11. The Contractor shall ensure no Licensed Clinical Supervisor shall supervise more than 12 staff unless the Department has approved an alternative supervision plan.

6.12. The Contractor shall provide ongoing clinical supervision that occurs at regular intervals, and is documented in all staff members' records and evidence-based practices. Clinical supervision, shall include, at a minimum:

6.12.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress; and

6.12.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.

6.13. The Contractor shall provide training to all staff providing SUD services under this Agreement on the following topics. Training attendance must be documented in all staff members' records:

6.13.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;

6.13.2. The 12 core functions;

6.13.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and

6.13.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use

disorder treatment records as safeguarded by 42 CFR Part 2.

6.14. The Contractor shall ensure all Unlicensed Staff complete training on the following topics, as approved by the Department, within six (6) months of hire:

6.14.1. Ethics;

6.14.2. 12 Core Functions;

6.14.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and

6.14.4. Information security and confidentially practices for handling PHI and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within six (6) months of hire.

6.15. The Contractor shall provide in-service training to all staff involved in individual care within 15 days of the contract effective date or the staff person's employment start date, if the staff member started work after the contract effective date and annually thereafter. The Contractor shall ensure in-service training topics are as follows:

6.15.1. Contract requirements;

6.15.2. Policies and procedures provided by the Department;

6.15.3. Hepatitis C (HCV);

6.15.4. Human immunodeficiency virus (HIV);

6.15.5. Tuberculosis (TB); and

6.15.6. Sexually transmitted diseases (STDs).

6.16. The Contractor shall ensure all staff receive annual continuing education on the following topics:

6.16.1. Advancements in the science and evidence-based practices of the SUD field; and

6.16.2. State and federal laws and rules relating to confidentiality.

6.17. The Contractor shall ensure staff attendance of all required training is documented in the staff members' records and shall provide a list of trained staff which includes dates and topics of training, to the Department, as requested.

7. Audit Requirements

7.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:

7.1.1. 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.

7.1.2. 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.

7.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

7.2. If Condition A exists, the Contractor must 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.

7.3. If Condition B or Condition C exists, the Contractor must submit an annual **financial audit** performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

7.4. 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.

7.5. 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 must 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.

7.6. In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings that addresses any and all findings.

7.7. The Contractor must ensure the corrective action plan uses SMART goals and objectives, and includes:

7.7.1. The action(s) that shall be taken to correct each deficiency;

7.7.2. The action(s) that shall be taken to prevent the reoccurrence of each deficiency;

7.7.3. The specific steps and time line for implementing the actions above;

7.7.4. The plan for monitoring to ensure that the actions above are effective; and

7.7.5. How and when the Contractor shall report to the Department on progress on implementation and effectiveness

8. Exhibits Incorporated

8.1. 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.

8.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

8.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

9. Reporting Requirements

9.1. The Contractor shall report individual demographic data in WITS for all BDAS funded individuals as specified in the current WITS User Guide.

9.2. The Contractor shall report individual National Outcome Measures (NOMS) data in WITS for:

9.2.1. 100% of all individuals at admission.

9.2.2. 100% of all individuals who are discharged.

9.3. The Contractor shall report all data *necessary* for *calculation* of the following performance measures in WITS and as specified in the WITS User Guide:

9.3.1. Initiation: Percentage of individuals accessing services within 14 days of screening;

9.3.2. Engagement: Percentage of individuals receiving three (3) or more eligible services within 34 days of screening;

9.3.3. Retention: Percentage of individuals receiving six (6) or more eligible services within 60 days of screening;

9.3.4. Treatment completion: Percentage of individuals completing treatment; and

9.3.5. National Outcome Measures (NOMS):

9.3.5.1. Reduction in/no change in the frequency of both alcohol and other drug substance use at discharge compared date of first service.

9.3.5.2. Increase in/no change in number of individuals employed or in school on the date of last service compared to first service.

9.3.5.3. Reduction in/no change in number of individuals arrested in

past 30 days from date of first service to date of last service.

9.3.5.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service.

9.3.5.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service.

9.4. The Contractor shall report all other data, as specified in the WITS User Guide, to support the Department's analysis and reporting on demographics, performance, services and other factors as determined by the Department and in a format specified by the Department.

9.5. The Contractor shall complete monthly contract compliance reporting no later than the 10th day of the month following the reporting month in a format determined and as requested by the Department.

9.6. The Contractor shall submit quarterly contract compliance reporting no later than the 10th day of following month in a format determined and as requested by the Department.

9.7. The Contractor shall report all critical incidents to the Department in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

9.7.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well- being, including but not limited to:

9.7.1.1. Abuse;

9.7.1.2. Neglect;

9.7.1.3. Exploitation;

9.7.1.4. Rights violation;

9.7.1.5. Missing person;

9.7.1.6. Medical emergency;

9.7.1.7. Restraint; or

9.7.1.8. Medical error.

9.8. The Contractor shall submit additional information regarding critical incidents to the Department as requested and required.

9.9. The Contractor shall report critical incidents to other agencies as required by law.

9.10. The Contractor shall notify the Department in writing of all contact with law enforcement as soon as possible and no more than 24 hours following the

incident.

9.11. The Contractor shall notify the Department in writing of all media contacts as soon as possible and no more than 24 hours following the incident.

9.12. The Contractor shall report in accordance with the Department's Sentinel Even Reporting guidance.

9.13. The Contractor shall refer to the current WITS User Guide for guidance on NOMS and other data reporting requirements.

10. Performance Measures

10.1. Contract performance shall be measured to evaluate service quality and efficacy in mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses. The following performance measures will be used by the Department to evaluate selected vendor performance:

10.1.1. Initiation: Percentage of individuals accessing services within 14 days of screening;

10.1.2. Engagement: Percentage of individuals receiving three (3) or more eligible services within 34 days of screening;

10.1.3. Retention: Percentage of individuals receiving six (6) or more eligible services within 60 days of screening;

10.1.4. Treatment completion: Percentage of individuals completing treatment; and

10.1.5. National Outcome Measures (NOMS): The percentage of individuals out of all individuals discharged improved in at least three (3) out of five (5) of the following NOMS outcome criteria:

10.1.5.1. Reduction in/no change in the frequency of both alcohol and other drug substance use at discharge compared to the period of 7 days before and the date of first service during an episode of care (or previous episode of care for individuals referred for services from a different BDAS contracted SUD treatment provider).

10.1.5.2. Increase in/no change in number of individuals employed or in school on the date of last service compared to first service.

10.1.5.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service.

10.1.5.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service.

10.1.5.5. Increase in/no change in number of individuals participating

in community support services at last service compared to first service.

10.2. The Contractor shall meet or exceed baseline performance requirements as determined by the Department.

10.2.1. The Department will actively and regularly collaborate with the Contractor to develop a performance improvement structure that will enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

10.2.2. The Department may identify expectations for active and regular collaboration, including key performance measures, in this Agreement. Where applicable, the Contractor must collect and share data with the Department, as requested and in a format specified by the Department.

10.3. The Contractor shall participate in all quality improvement activities to ensure the standard of care for individuals, as directed and requested by the Department, including, but not limited to:

10.3.1. Electronic and in-person individual record reviews.

10.3.2. Site visits.

10.3.3. Training and technical assistance activities.

10.4. The Contractor shall monitor and manage the utilization of levels of care and service array to ensure services are offered through the term of the contract to maintain a consistent service capacity for SUD treatment and recovery support services statewide by monitoring the capacity such as staffing and other resources to consistently and evenly deliver these services.

10.5. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

10.6. The Contractor shall participate in quarterly meetings with the Department to ensure compliance with the contractual requirements.

10.7. The Contractor may be required to provide other key data and metrics to the Department, including individual-level demographic, performance, and service data.

10.8. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

11. Additional Terms

11.1. Impacts Resulting from Court Orders or Legislative Changes

11.1.1. 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.

11.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

11.2.1. The Contractor shall submit, within ten (10) days of the Agreement 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.

11.3. Credits and Copyright Ownership

11.3.1. If the Contractor wishes to publicly reference or market their use of American Society of Addiction Medicine (ASAM) criteria, or utilize language related to American Society of Addiction Medicine levels of care in promotion or marketing of their services, the Contractor must agree to sign and have in effect, the End User License Agreement with the State of New Hampshire prior to publicly referencing or marketing their services as such. The Contractor shall comply with the terms of Appendix F, End User License Agreement, or the Contractor shall not be permitted to publicly reference or market their use of anything related to ASAM.

11.3.2. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

11.3.3. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

11.3.4. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

11.3.4.1. Brochures.

11.3.4.2. Resource directories.

11.3.4.3. Protocols or guidelines.

11.3.4.4. Posters.

11.3.4.5. Reports.

11.3.5. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

11.4. Operation of Facilities: Compliance with Laws and Regulations

11.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement 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.

11.4.2. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.

11.4.3. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.

11.4.4. The Contractor shall ensure facilities where services are provided meet all the applicable laws, rules, policies, and standards.

11.4.5. The Contractor shall submit a transition plan for Department approval no later than 30 days from the contract effective date of the resulting contract that specifies actions to be taken in the event that the selected vendor can no longer provide services. The selected Contractor shall ensure the transition plan includes, but is not limited to:

11.4.5.1. An action plan that ensures the seamless transition of individuals to alternative providers with no gap in services;

11.4.5.2. Where and how individual records will be transferred to ensure no gaps in services, ensuring the Department is

not identified as the entity responsible for individual records; and

11.4.5.3. Individual notification processes and procedures for transitioning records.

11.4.6. The Contractor shall comply with applicable federal and state laws, rules and regulations, applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.

11.4.7. The Contractor shall comply with all information security and privacy requirements as set by the Department.

11.5. Eligibility Determinations

11.5.1. If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

11.5.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

11.5.3. In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

11.5.4. The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

11.6. Records

11.6.1. The Contractor shall keep records that include, but are not limited to:

11.6.1.1. 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.

11.6.1.2. 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.

11.6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.

11.6.1.4. Medical records on each individual who receives services.

11.6.2. During the term of this Agreement 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 Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) 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.

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Exhibit B-1 Operational Requirements

1. Requirements for Organizational or Program Changes.

1.1. The Contractor shall provide written notification to the no later than 30 days prior to changes in:

1.1.1. Ownership;

1.1.2. Physical location; or

1.1.3. Name.

1.2. The Contractor shall submit a copy of the certificate of amendment from the New Hampshire Secretary of State with the effective date of the change to the Department, when there is a change in the name of the ownership, physical location, or name of the organization,

2. Inspections and Administrative Remedies

2.1. The Contractor shall allow any Department representative at any time to be admitted on the premises to inspect:

2.1.1. The facility;

2.1.2. All programs and services provided through this Agreement; and

2.1.3. Any records required by the Agreement.

2.2. The Contractor shall be issued a notice of deficiencies when the Department determines that the Contractor is in violation of any contract requirements. The Contractor shall receive written notice from the Department, as applicable which:

2.2.1. Identifies each deficiency;

2.2.2. Identifies the specific proposed remedy(ies); and

2.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 541-A and NH Administrative Rule He-C 200.

2.3. The Contractor shall receive administrative remedies from the Department for violations of contract requirements, which may include, but is not limited to:

2.3.1. The requirement to submit a plan of correction (POC).

2.3.2. The imposition of a POC by the Department.

2.3.3. Contract suspension.

2.3.4. Contract Revocation.

3. Plans of Corrective Action

3.1. The Contractor shall submit a written POC to the Department within 21 days of receiving a notice of deficiencies, for review and acceptance. The Contractor shall ensure the POC includes, but is not limited to:

3.1.1. Steps to be taken to correct each deficiency.

3.1.2. Measures that will be put in place.

3.1.3. System changes to be made to ensure that the deficiency does not recur.

3.1.4. The date by which each deficiency will be corrected, ensuring the correction occurs no later than 90 days from the date the POC is submitted to the Department.

3.2. The Contractor shall ensure each POC:

3.2.1. Achieves compliance with contract requirements;

3.2.2. Addresses all deficiencies and deficient practices as cited in the notice of deficiencies; and

3.2.3. Mitigates the likelihood of a new violation of contract requirements as a result of implementation of the POC.

3.3. The Department shall notify the Contractor of the reasons for rejection of the POC, if the POC is not accepted. The Contractor shall:

3.3.1. Develop and submit a revised POC within 21 days of the date of the written notification of POC rejections.

3.3.2. Ensure the revised POC complies with POC standards identified above.

3.4. The Contractor shall be subject to a directed POC from the Department that specifies the corrective actions to be taken when:

3.4.1. Deficiencies were identified during an inspection that require immediate corrective action to protect the health and safety of the individuals receiving services or staff providing services.

3.4.2. The original POC is not submitted within 21 days of the date of the written notification of deficiencies;

3.4.3. The revised POC is rejected by the Department; or

3.4.4. The POC is not implemented by the completion date identified in the Department-accepted POC.

3.5. The Contractor shall admit and allow the Department access to the premises and records related to the Department-accepted POC, after the completion date identified in the POC, in order to verify the implementation of the POC, which may include, but is not limited to:

3.5.1. Review of materials submitted by the Contractor;

3.5.2. Follow-up inspection; or

3.5.3. Review of compliance during the next scheduled inspection.

4. Duties and Responsibilities

4.1. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to individuals on an ongoing basis.

4.2. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.

4.3. The Contractor shall employ an administrator responsible for the day-to-day operations of services provided in this Agreement. The Contractor shall:

4.3.1. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and

4.3.2. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor, the staff position(s) to be delegated, and the authority and responsibility to act in the administrator's behalf when the administrator is absent.

4.4. The Contractor shall ensure the following documents are posted in a public area:

4.4.1. A copy of the Contractor's policies and procedures relative to the implementation of rights and responsibilities for individuals receiving services, including confidentiality per 42 CFR Part 2; and

4.4.2. The Contractor's plan for fire safety, evacuation, and emergencies, identifying the location of, and access to all fire exits.

4.5. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the Department.

4.6. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the Department, and all court orders.

4.7. The Contractor shall follow the required procedures for the care of the individuals, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007 for residential programs, if the Contractor accepts an individual who is known to have a disease reportable under NH Administrative Rule He-P 301, or an infectious disease.

4.8. The Contractor shall comply with state and federal regulations on confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12.

4.9. The Contractor shall develop policies and procedures regarding the release of information contained in individual service records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.

4.10. The Contractor shall ensure all records relating to services provided through this Agreement are legible, current, accurate, and available to the Department during an inspection or investigation.

4.11. The Contractor shall ensure service site(s) are accessible to individuals with a disability, using Americans with Disabilities Act (ADA) accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq. The Contractor shall ensure service sites include:

4.11.1. A reception area separate from living and treatment areas;

4.11.2. A private space for personal consultation, charting, treatment and social activities, as applicable;

4.11.3. Secure storage of active and closed confidential individual records; and

4.11.4. Separate and secure storage of toxic substances.

4.12. The Contractor shall establish a code of ethics for staff that includes a mechanism for reporting unethical conduct.

4.13. The Contractor shall develop, implement, and maintain specific policies, including:

4.13.1. Rights, grievance, and appeals policies and procedures for individuals receiving services;

4.13.2. Progressive discipline, leading to administrative discharge;

4.13.3. Reporting and appealing staff grievances;

4.13.4. Alcohol and other drug use while in treatment;

4.13.5. Individual and employee smoking that are in compliance with Exhibit B, Section 3.16;

4.13.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;

4.13.7. Holding an individual's possessions;

4.13.8. Secure storage of staff medications;

4.13.9. Medication belonging to individuals receiving services;

4.13.10. Urine specimen collection, as applicable, that:

4.13.10.1. Ensures collection is conducted in a manner that preserves individual privacy as much as possible; and

4.13.10.2. Minimizes falsification;

4.13.11. Safety and emergency procedures on:

4.13.11.1. Medical emergencies;

4.13.11.2. Infection control and universal precautions, including the use of protective clothing and devices;

4.13.11.3. Reporting injuries;

4.13.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures; and

4.13.11.5. Emergency closings,;

4.13.12. The Contractor shall develop, implement and maintain procedures for:

4.13.12.1. Protection of individual records that govern use of records, storage, removal, conditions for release of information, and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and

4.13.12.2. Quality assurance and improvement.

5. Collection of Fees.

5.1. The Contractor shall maintain procedures regarding collections from individual fees, private or public insurance, and other payers responsible for the individual's finances; and

5.2. The Contractor shall provide the individual, and the individual's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge at the time of screening and admission,

6. Screening and Denial of Services

6.1. The Contractor shall maintain a record of all individual screenings, including:

6.1.1. The individual's name and/or unique identifier;

6.1.2. The individual's referral source;

6.1.3. The date of initial contact from the individual or referring agency;

6.1.4. The date of screening; and

6.1.5. The result of the screening, including the reason for denial of services if applicable;

6.2. The Contractor shall record all referrals to and coordination with the Doorway and interim services, or the reason that the referral was not made, for any individual who is placed on a waitlist. The Contractor shall:

6.2.1. Record all contact with the individual between screening and removal from the waitlist; and

6.2.2. Record the date the individual was removed from the waitlist and the reason for removal.

6.3. In the instance an individual requesting services is denied service(s), the Contractor shall:

6.3.1. Inform the individual of the reason for denial of service(s); and

6.3.2. Assist the individual in identifying and accessing appropriate available treatment.

6.4. The Contractor shall not deny services to an individual solely because the individual:

6.4.1. Previously left treatment against the advice of staff;

6.4.2. Relapsed from an earlier treatment;

6.4.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or

6.4.4. Has been diagnosed with a mental health disorder.

6.5. The Contractor shall report on denial of services to individuals at the request of the Department.

7. **Staffing Requirements**

7.1. The Contractor shall develop a current job descriptions for all staff, including contracted staff, volunteers, and student interns, which includes:

7.1.1. Job title;

7.1.2. Physical requirements of the position;

7.1.3. Education and experience requirements of the position;

7.1.4. Duties of the position;

7.1.5. Positions supervised; and

7.1.6. Title of immediate supervisor.

7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which includes, but is not limited to:

7.2.1. Requiring a prospective employees to sign a releases to allow the Contractor to conduct a criminal record check;

7.2.2. Requiring the administrator or designee to obtain and review criminal record checks from the New Hampshire Department of Safety for each prospective employee;

7.2.3. Ensuring criminal record check standards are reviewed to ensure the health, safety, or well-being of individuals, beyond which shall be reason for non-selection for employment, including the following:

7.2.3.1. Felony convictions in this or any other state;

7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and

7.2.3.3. Findings by the Department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and

7.2.4. Waiver of 7.2.3 above for good cause shown.

7.3. The Contractor shall ensure all staff, which includes contracted staff, meet the educational, experiential, and physical qualifications of the position as listed in their job description. The Contractor shall ensure staff:

7.3.1. Do not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;

7.3.2. Are licensed, registered or certified as required by state statute and as applicable;

7.3.3. Receive an orientation within the first three (3) days of work or prior to direct contact with individuals, which includes:

7.3.3.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;

7.3.3.2. The Contractor's policies on the rights, responsibilities, and complaint procedures for individuals receiving services;

7.3.3.3. Federal and state confidentiality requirements;

7.3.3.4. Grievance procedures;

7.3.3.5. Job duties, responsibilities, policies, procedures, and guidelines;

7.3.3.6. Topics covered by both the administrative and personnel manuals;

7.3.3.7. The Contractor's infection prevention program;

7.3.3.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of staff in an emergency; and

7.3.3.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and

7.3.4. Sign and date documentation that they have taken part in an orientation as described above;

7.3.5. Complete a mandatory annual in-service education, which includes a review of all elements described above.

7.4. The Contractor shall ensure, prior to having contact with individuals receiving services, that employees and contracted employees:

7.4.1. Submit proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:

7.4.1.1. The name of the examinee;

7.4.1.2. The date of the examination;

7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;

7.4.1.4. Results of a 2-step TB test, Mantoux method or other method approved by the Centers for Disease Control; and

7.4.1.5. The dated signature of the licensed health practitioner.

7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and

7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium TB through shared air space with persons with infectious TB.

7.5. The Contractor shall ensure employees, contracted employees, volunteers and independent Contractors who have direct contact with individuals who have a history of TB or a positive skin test have a symptomatology screen of a TB test.

7.6. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student intern, volunteer, and contracted staff, which includes, but is not limited to:

7.6.1. A completed application for employment or a resume.

7.6.2. Identification data.

7.6.3. The education and work experience of the employee.

7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:

7.6.4.1. Position title;

7.6.4.2. Qualifications and experience; and

7.6.4.3. Duties required by the position.

7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable.

7.6.6. A signed and dated record of orientation as required above.

7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable.

7.6.8. Records of screening for communicable diseases results required above.

7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary.

7.6.10. Documentation of annual in-service education as required above that includes date of completion and signature of staff.

7.6.11. Information as to the general content and length of all continuing education or educational programs attended;

7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the individual's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy;

7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that the individual:

7.6.13.1. Does not have a felony conviction in this or any other state;

7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect, or exploitation or pose a threat to the health, safety or well-being of an individual; and

7.6.13.3. Has not had a finding by the Department or any administrative agency in NH or any other state for assault, fraud, abuse, neglect or exploitation of any person; and

7.6.14. Documentation of the criminal records check and any waivers, as applicable.

7.7. An individual need not re-disclose any of the matters in the criminal background check if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.

8. **Clinical Supervision of Unlicensed Counselors**

8.1. The Contractor shall ensure all unlicensed counselors providing treatment, education and/or recovery support services; and all uncertified CRSWs, are under the direct supervision of a licensed supervisor.

8.2. The Contractor shall ensure no licensed supervisor supervises more than 12 unlicensed staff, unless the Department has approved an alternative supervision plan.

8.3. The Contractor shall ensure unlicensed counselors receive a minimum of one (1) hour of supervision for every 20 hours of direct contact with individuals receiving services;

8.4. The Contractor ensures supervision is provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;

8.5. The Contractor shall ensure supervision includes:

8.5.1. Review of case records;

8.5.2. Observation of interactions with individuals receiving services;

8.5.3. Skill development; and

8.5.4. Review of case management activities;

8.6. The Contractor shall ensure supervisors maintain a log of the supervision date, duration, content and who was supervised by whom; and

8.7. The Contractor shall ensure staff licensed or certified shall receive supervision in accordance with the requirement of their licensure.

9. Orientation for Individuals Receiving Services

9.1. The Contractor shall conduct an orientation for individuals receiving services upon admission to program, either individually or by group, that includes:

9.1.1. Rules, policies, and procedures of the program and facility;

9.1.2. Requirements for successfully completing the program;

9.1.3. The administrative discharge policy and the grounds for administrative discharge;

9.1.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and

9.1.5. Requiring the individual to sign and date a receipt that the orientation was conducted.

10. Treatment Plans

10.1. The Contractor shall ensure a licensed counselor or an unlicensed counselor, under the supervision of a licensed counselor, develops and maintains a written treatment plan for each individual receiving services in accordance with SAMHSA TAP 21: Addiction Counseling Competencies, which addresses all ASAM domains. The Contractor shall ensure the treatment plan:

10.1.1. Identifies the individual's clinical needs, treatment goals, and objectives.

10.1.2. Identifies the individual's strengths and resources for achieving goals and objectives above;

10.1.3. Defines the strategy for providing services to meet the individual's needs, goals, and objectives;

10.1.4. Identifies and documents referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;

10.1.5. Provides the criteria for terminating specific interventions;

10.1.6. Includes specification and description of the indicators to be used to assess the individual's progress;

10.1.7. Includes documentation of participation in the treatment planning process or the reason why the individual did not participate; and

10.1.8. Includes signatures of the individual and the counselor agreeing to the treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.

10.1.9. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB.

11. Group education and counseling

11.1. The Contractor shall maintain an outline of each educational and group therapy session provided.

11.2. The Contractor shall ensure all group counseling sessions are limited to 12 individuals or fewer per counselor.

12. Progress notes

12.1. The Contractor shall ensure progress notes are completed for each individual, group, or family treatment or education session.

12.2. The Contractor shall ensure progress notes include, but not limited to:

12.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;

12.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and

12.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session.

13. Discharge and Transfer

13.1. The Contractor shall discharge an individual from a program for the following reasons:

13.1.1. Program completion or transfer based on changes in the individual's functioning relative to ASAM criteria;

13.1.2. Program termination, including:

13.1.2.1. Administrative discharge;

13.1.2.2. Non-compliance with the program;

13.1.2.3. The individual left the program before completion against advice of treatment staff; and

13.1.3. The individual is inaccessible, due to reasons that may include incarceration or hospitalization.

13.2. The Contractor shall ensure that counselors complete a narrative discharge summary in all cases of individual discharge or transfer. The Contractor shall ensure the discharge summary includes, but is not limited to:

13.2.1. The dates of admission and discharge or transfer.

13.2.2. The individual's psychosocial substance misuse history and legal history.

13.2.3. A summary of the individual's progress toward treatment goals in all ASAM domains.

13.2.4. The reason for discharge or transfer.

13.2.5. The individual's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment.

13.2.6. A summary of the individual's physical and mental health condition at the time of discharge or transfer.

13.2.7. A continuing care plan, including all ASAM domains.

13.2.8. A determination as to whether the individual would be eligible for re-admission to treatment, if applicable.

13.2.9. The dated signature of the counselor completing the summary.

13.3. The Contractor shall ensure the discharge summary is completed:

13.3.1. No later than seven (7) days following an individual's discharge or transfer from the program; or

13.3.2. For withdrawal management services, by the end of the next business day following an individual's discharge or transfer from the program.

13.4. The Contractor shall ensure, when transferring an individual from one level of care to another within the same certified Contractor agency or to another treatment provider, the counselor:

13.4.1. Completes a progress note on the client's treatment and progress towards treatment goals, to be included in the individual's record; and

13.4.2. Updates the individual assessment and treatment plan.

13.5. The Contractor shall forward copies of the information to a receiving provider when transferring an individual to another treatment provider, upon receiving a signed release of confidential information from the individual. The Contractor shall ensure information includes:

13.5.1. The discharge summary;

13.5.2. Individual demographic information, including the individual's name, date of birth, address, telephone number, and the last four (4) digits of their Social Security number; and

13.5.3. A diagnostic assessment statement and other assessment information, including:

13.5.3.1. TB test results;

13.5.3.2. A record of the individual's treatment history; and

13.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.

13.6. The Contractor shall ensure the counselor meets with the individual at the time of discharge or transfer to establish a continuing care plan. The Contractor shall ensure the continuing care plan:

13.6.1. Includes recommendations for continuing care in all ASAM domains;

13.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and

13.6.3. Assists the individual in making contact with other agencies or services.

13.7. The Contractor shall ensure the counselor documents, in the individual's service record, if and why the meeting described above could not take place.

13.8. The Contractor shall ensure individuals receiving services through this Agreement are only administratively discharged for the following reasons:

13.8.1. The individual's behavior on program premises is abusive, violent, or illegal;

13.8.2. The individual is non-compliant with prescription medications;

13.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the individual's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or

13.8.4. The individual violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

14. Individual Service Record System

14.1. The Contractor shall implement a comprehensive system in paper and/or electronic format to maintain service records for each individual receiving services. The Contractor shall ensure service records are:

14.1.1. Organized into related sections with entries in chronological order;

14.1.2. Easy to read and understand;

14.1.3. Complete, containing all the parts;

14.1.4. In compliance with all applicable confidentiality laws, including 42 CFR Part 2 and Exhibit K;

14.1.5. Up-to-date, including notes of most recent contacts; and

14.1.6. Accessible to the Department upon request.

14.2. The Contractor shall ensure service records are organized as follows:

14.2.1. First section, Intake/Initial Information:

14.2.1.1. Identification data, including the individual's:

14.2.1.1.1. Name;

14.2.1.1.2. Date of birth;

14.2.1.1.3. Address;

14.2.1.1.4. Telephone number; and

14.2.1.1.5. The last four (4) digits of the individual's Social Security number;

14.2.1.2. The date of admission;

14.2.1.3. Name, address, and telephone number of the individual's:

14.2.1.3.1. Legal guardian;

14.2.1.3.2. Representative payee;

14.2.1.3.3. Emergency contact;

14.2.1.3.4. The person or entity referring the individual for services, as applicable;

14.2.1.3.5. Primary health care provider;

14.2.1.3.6. Behavioral health care provider, if applicable;

14.2.1.3.7. Public or private health insurance provider(s), or both;

14.2.1.4. The individual's religious preference, if any;

14.2.1.5. The individual's personal health history;

14.2.1.6. The individual's mental health history;

14.2.1.7. Current medications;

14.2.1.8. Records and reports prepared prior to the individual's current admission and determined by the counselor to be relevant; and

14.2.1.9. Signed receipt of notification of individual rights;

14.2.2. Second section, Screening/Assessment/Evaluation:

14.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit B.

14.2.3. Third section, Treatment Planning:

14.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Exhibit B and in this Exhibit B-1; and

14.2.3.2. Signed and dated progress notes and reports from all programs involved.

14.2.4. Fourth section, Discharge Planning:

14.2.4.1. A narrative discharge summary, as required in this Exhibit B-1.

14.2.5. Fifth section, Releases of Information/Miscellaneous:

14.2.5.1. Release of information forms compliant with 42 CFR, Part 2;

14.2.5.2. Any correspondence pertinent to the individual; and

14.2.5.3. Any other pertinent information the Contractor deemed significant.

14.3. If the Contractor utilizes a paper format record system, then the sections identified above shall be tabbed sections.

15. Medication Services

15.1. The Contractor shall ensure no administration of medications, including physician samples, occur except by a licensed medical practitioner working within their scope of practice.

15.2. The Contractor shall ensure all prescription medications brought by an individual to program are in their original containers and legibly display the following information:

15.2.1. The individual's name;

15.2.2. The medication name and strength;

15.2.3. The prescribed dose;

15.2.4. The route of administration;

15.2.5. The frequency of administration; and

15.2.6. The date ordered.

15.3. The Contractor shall ensure any change or discontinuation of prescription medications includes a written order from a licensed practitioner.

15.4. The Contractor shall ensure all prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the individual's person or stored in the individual's room, are stored as follows: DS

15.4.1. All medications are kept in a storage area that is:

15.4.1.1. Locked and accessible only to authorized personnel;

15.4.1.2. Organized to allow correct identification of each individual's medication(s);

15.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and

15.4.1.4. Equipped to maintain medication at the proper temperature;

15.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, are kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and

15.4.3. Topical liquids, ointments, patches, creams and powder forms of products are stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.

15.5. The Contractor shall ensure medication belonging to staff are only accessible to staff and are stored separately from medications belonging to individuals served.

15.6. The Contractor shall ensure over-the-counter (OTC) medications brought into the program by individuals receiving services are:

15.6.1. In original, unopened containers;

15.6.2. Are stored in accordance with this Exhibit B-1;

15.6.3. Are marked with the name of the individual using the medication; and

15.6.4. Are taken in accordance with the directions on the medication container or as ordered by a licensed practitioner.

15.7. The Contractor shall ensure all medications self-administered by an individual, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the individual without supervision, are supervised by the program staff. The Contractor shall ensure staff:

15.7.1. Remind the individual to take the correct dose of their medication at the correct time;

15.7.2. May open the medication container but do not physically handle the medication itself in any manner; and

15.7.3. Remain with the individual to observe them taking the prescribed dose and type of medication;

15.7.4. Document each medication taken in an individual's medication log, which includes:

15.7.4.1. The medication name, strength, dose, frequency and route of administration;

15.7.4.2. The date and the time the medication was taken;

15.7.4.3. The signature or identifiable initials of the staff supervising the consumption of the medication by the individual receiving services; and

15.7.4.4. The reason for any medication refused or omitted, as applicable.

15.8. The Contractor shall ensure the individual's medication log is included in the individual's record and any remaining medication is taken with the individual upon their discharge.

16. Notice of Rights for Individuals Receiving Services

16.1. The Contractor shall ensure programs inform individuals of their rights in clear, understandable language and form, both verbally and in writing. The Contractor shall ensure:

16.1.1. Applicants for services are informed of their rights to evaluations and access to treatment;

16.1.2. Individuals are advised of their rights upon entry into any program and annually thereafter; and

16.1.3. Initial and annual notifications of individual rights are documented in the individual's record.

16.2. The Contractor shall ensure every program within the service delivery system posts notice of the rights, as follows:

16.2.1. The notice is continually posted in an area accessible by all;

16.2.2. The notice is presented in clear, understandable language and form; and

16.2.3. Each program and residence has, on the premises, complete copies of rules pertaining to individual rights that are available for individual review.

17. Fundamental Rights of Individuals Receiving Services

17.1. The Contractor shall ensure no individual receiving treatment for a substance use disorder is deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.

18. Personal Rights

18.1. The Contractor shall ensure individuals who are applicants for services or receiving services are treated by program staff with dignity and respect at all times.

18.2. The Contractor shall ensure individuals are free from abuse, neglect and exploitation which may include, but is not limited to:

18.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;

18.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the individual or others; and

18.2.3. Freedom from personal or financial exploitation.

18.3. The Contractor shall ensure individuals receiving services retain the right to privacy.

19. Client Confidentiality

19.1. The Contractor shall comply with the confidentiality requirements in 42 CFR part 2.

19.2. The Contractor shall ensure copies of individual service records for the individual, attorney or other authorized person are available at no charge for the first 25 pages and not more than $0.25 per page thereafter, after review of the record.

19.3. The Contractor shall ensure, if a minor age 12 or older is treated for substance use disorders without parental consent as authorized by RSA 318:B12-a:

19.3.1. The minor's signature alone authorizes a disclosure; and

19.3.2. Any disclosure to the minor's parents or guardians requires a signed authorization to release.

20. Grievances of Individuals Receiving Services

20.1. The Contractor shall ensure individuals receiving services have the right to complain about any matter, including any alleged violation of a right afforded by this Exhibit B-1 or by any state or federal law or rule.

20.2. The Contractor shall ensure any person has the right to complain or bring a grievance on behalf of an individual or a group of individuals.

21. Treatment Rights

21.1. The Contractor shall ensure individuals receiving services have the right to adequate and humane treatment, including:

21.1.1. The right of access to treatment including:

21.1.1.1. The right to evaluation to determine an individual's need for services and to determine which programs are most suited to provide the services needed; and

21.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and

21.1.2. The right to quality treatment including:

21.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the individuals and

programs providing the treatment and to the conditions for which the individual is being treated;

21.1.3. The right to receive services in such a manner as to promote the individual's full participation in the community;

21.1.4. The right to receive all services or treatment to which an individual is entitled in accordance with the time frame set forth in the individual's treatment plan;

21.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with this Exhibit B-1 which addresses the individual's own goals;

21.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the individual to participate in meaningful activities in the communities in which the individual lives and works;

21.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:

21.1.7.1. Freedom of movement; and

21.1.7.2. Participation in the community, while providing the level of support needed by the individual;

21.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:

21.1.8.1. Whenever possible, the consent shall be given in writing; and

21.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;

21.1.9. The right to refuse to participate in any form of experimental treatment or research;

21.1.10. The right to be fully informed of one's own diagnosis and prognosis;

21.1.11. The right to voluntary placement including the right to:

21.1.11.1. Seek changes in placement, services or treatment at any time; and

21.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;

21.1.12. The right to services which promote independence including services directed toward:

21.1.12.1. Eliminating, or reducing as much as possible, the individual's needs for continued services and treatment; and

21.1.12.2. Promoting the ability of the individuals to function at their highest capacity and as independently as possible;

21.1.13. The right to refuse medication and treatment;

21.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;

21.1.15. The right to consultation and second opinion including:

21.1.15.1. At the individual's own expense, the consultative services of:

21.1.15.1.1. Private physicians;

21.1.15.1.2. Psychologists;

21.1.15.1.3. Licensed drug and alcohol counselors; and

21.1.15.1.4. Other health practitioners; and

21.1.15.2. Granting to such health practitioners reasonable access to the individual, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;

21.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring an individual's participation and informed decision-making:

21.1.16.1. Guardian;

21.1.16.2. Representative;

21.1.16.3. Attorney;

21.1.16.4. Family member;

21.1.16.5. Advocate; or

21.1.16.6. Consultant; and

21.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical, or pharmacological restraint, unless the individual is at risk of self-harm or harm to others.

21.2. The Contractor shall ensure no treatment professional is required to administer treatment contrary to such professional's clinical judgment.

21.3. The Contractor shall ensure programs maximize the decision-making authority of the individual.

21.4. The Contractor shall ensure the following provisions apply to individuals for whom a guardian has been appointed by a court:

21.4.1. The guardian and all individuals involved in the provision of services are made aware of the individual's views, preferences and aspirations;

21.4.2. A guardian only makes decisions that are within the scope of the powers set forth in the guardianship order issued by the court;

21.4.3. The program requests a copy of the guardianship order from the guardian;

21.4.4. The order is kept in the individual's record at the program;

21.4.5. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the individual's choice and preference relative to those issues prevail unless the guardian's authority is expanded by the court to include those issues;

21.4.6. A program takes steps that are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:

21.4.6.1. Reviewing with the guardian the limits on their decision-making authority; and

21.4.6.2. Bringing the matter to the attention of the court that appointed the guardian, if necessary;

21.4.7. The guardian acts in a manner that furthers the best interests of the individual;

21.4.8. In acting in the best interests of the individual, the guardian takes the views, preferences, and aspirations of the individual into consideration;

21.4.9. The program takes steps that are necessary to prevent a guardian from acting in a manner that does not further the best interests of the individual and, if necessary, brings the matter to the attention of the court that appointed the guardian; and

21.4.10. In the event that there is a dispute between the program and the guardian, the program informs the guardian of their right to bring the dispute to the attention of the court that appointed the guardian.

22. Termination of Services

22.1. The Contractor shall terminate an individual from services if the individual:

22.1.1. Endangers or threatens to endanger other individuals or staff, or engages in illegal activity on the property of the program;

22.1.2. Is no longer benefiting from the service(s) provided;

22.1.3. Cannot agree with the Contractor on a mutually acceptable course of treatment;

22.1.4. Refuses to pay for the services received despite having the financial resources to do so; or

22.1.5. Refuses to apply for benefits that could cover the cost of the services received despite the fact that the individual is or may be eligible for benefits.

22.2. The Contractor shall ensure termination does not occur unless the program has given both written and verbal notice to the individual and individual's guardian, if any, that:

22.2.1. Identifies the effective date of termination;

22.2.2. Lists the clinical or management reasons for termination; and

22.2.3. Explains the rights to appeal and the appeal process.

22.3. The Contractor shall document in the service record of an individual who has been terminated that:

22.3.1. The individual has been notified of the termination; and

22.3.2. The termination has been approved by the program administrator.

23. Rights for Individuals Receiving Residential Programs

23.1. The Contractor shall ensure individuals of residential programs retain the following rights:

23.1.1. The right to a safe, sanitary, and humane living environment;

23.1.2. The right to privately communicate with others, including:

23.1.2.1. The right to send and receive unopened and uncensored correspondence;

23.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive a reasonable number of telephone calls, except that residential programs may require an individual to reimburse them for the cost of any calls made by the individual; and

23.1.2.3. The right to receive and to refuse to receive visitors, except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services;

23.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for individuals to engage in such activities;

23.1.4. The right to privacy, including the following:

23.1.4.1. The right to courtesies that include, but are not limited to, knocking on closed doors before entering and ensuring privacy for telephone calls and visits;

23.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and

23.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;

23.1.5. The right to individual choice, including the following:

23.1.5.1. The right to keep and wear their own clothes;

23.1.5.2. The right to space for personal possessions;

23.1.5.3. The right to keep and to read materials of their own choosing;

23.1.5.4. The right to keep and spend their own money; and

23.1.5.5. The right not to perform work for the Contractor and to be compensated for any work performed, except that:

23.1.5.5.1. Individuals may be required to perform personal housekeeping tasks within the individual's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and

23.1.5.5.2. Individuals may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the individual is compensated for work performed; and

23.1.5.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.

23.2. The Contractor shall ensure policies governing individual behavior within a residence are developed, implemented, and available to the Department as requested. The Contractor shall ensure:

23.2.1. Individuals are informed of any house policies upon admission to the residence.

23.2.2. House policies are posted and such policies shall conform with this section.

23.2.3. House policies are periodically reviewed for compliance with this section in connection with quality assurance site visits.

23.2.4. Notwithstanding Section 23.1.4.3 above, development of policies and procedures allowing searches for alcohol and illicit drugs to be conducted:

23.2.4.1. Upon the individual's admission to the program; and

23.2.4.2. If probable cause exists, including such proof as:

23.2.4.2.1. A positive test showing presence of alcohol or illegal drugs; or

23.2.4.2.2. Showing physical signs of intoxication or withdrawal.

24. State and Federal Requirements

24.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall take precedence. The requirements specified below are provided herein to increase the Contractor's compliance.

24.2. The Contractor agrees to the following state and/or federal requirements for specialty treatment for pregnant and parenting women:

24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.2. The program provides or arranges for primary medical care for women who are receiving substance use disorder services, including prenatal care.

24.2.3. The program provides or arranges for childcare with the women are receiving services.

24.2.4. The program provides or arranges for primary pediatric care for the women's children, including immunizations.

24.2.5. The program provides or arranges for gender-specific substance use disorder treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, neglect, and parenting.

24.2.6. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.

24.2.7. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.

24.3. The Contractor shall assist the individual in finding and engaging in a service, which may include, but is not limited to, helping the individual locate an

appropriate provider, referring individuals to the needed service provider, setting up appointments for individuals with those providers, and assisting the individual with attending appointments with the service provider(s).

24.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:

24.4.1. Within seven (7) days of reaching 90% of capacity, the program notifies the Department that 90% capacity has been reached.

24.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug use not later than:

24.4.2.1. 14 days after making the request; or

24.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance use disorder treatment program.

24.4.3. The program has established a waitlist that includes a unique patient identifier for each injecting drug user seeking treatment, including individuals receiving interim services while awaiting admission.

24.4.4. The program has a mechanism that enables it to:

24.4.4.1. Maintain contact with individuals awaiting admission;

24.4.4.2. Admit or transfer waiting list individuals at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the individual; and

24.4.4.3. The program takes individuals awaiting treatment off the waiting list only when one of the following conditions exist:

24.4.4.3.1. Individuals cannot be located for admission into treatment or

24.4.4.3.2. Individuals refuse treatment

24.4.5. The program includes activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.

24.4.6. The program has procedures for:

24.4.6.1. Selecting, training, and supervising outreach workers.

24.4.6.2. Contacting, communicating, and following up with individuals at high-risk of substance misuse, their associates, and

neighborhood residents within the constraints of Federal and State confidentiality requirements.

24.4.6.3. Promoting awareness among people who inject drugs about the relationship between injection drug use and communicable diseases.

24.4.6.4. Recommending steps that can be taken to ensure communicable diseases do not occur.

24.4.7. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance use disorder services, except in cases when each of the following conditions is met:

24.4.7.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.

24.4.7.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.

24.4.7.3. A physician makes a determination that the following conditions have been met:

24.4.7.3.1. The primary diagnosis of the individual is substance use disorder and the physician certifies that fact.

24.4.7.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.

24.4.7.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.

24.4.7.3.4. The hospital-based substance use disorder program follows national standards of substance use disorder professional practice.

24.4.7.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)

24.4.8. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.

24.4.9. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.

24.4.10. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.

24.4.11. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.

24.4.12. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.

24.4.13. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.

24.4.14. The program uses the SAPT Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:

24.4.14.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program; and

24.4.14.2. Secure payments from individuals for services in accordance with their ability to pay.

24.4.15. The Contractor shall comply with all relevant state and federal laws such as but not limited to:

24.4.15.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale in Exhibit C shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.

24.4.15.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.

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Payment Terms

1. This Agreement is funded by:
   1.1. 44.84%, Federal funds from the Substance Abuse Prevention and Treatment Block Grant, as awarded October 1, 2020 and October 1, 2021, by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, CFDA 93.959 FAIN TI083464.
   1.2. 23.10% General funds.
   1.3. 32.06% Other funds (Governors Commission).
2. For the purposes of this Agreement:
   2.1. The Department has identified the Contractor as a SUBRECIPIENT, in accordance with 2 CFR 200.331.
   2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
   2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
3. 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 item, as specified in Exhibit C-1 SUD Treatment Services Budget through Exhibit C-6 Services for Incarcerated Individuals Budget.
   3.1. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
   3.2. Ensure approval for Exhibit C-1 SUD Treatment Services Budget through Exhibit C-6 Services for Incarcerated Individuals Budget is received from the Department prior to submitting invoices for payment.
   3.3. Request payment for actual expenditures incurred in the fulfillment of this Agreement, and in accordance with the Department-approved budgets.
4. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 days from the contract Effective Date, which shall be retained by the Department. The Contractor shall submit budgets as follows:
   4.1. One (1) budget for each tiered service that specifies expenses for the period from October 1, 2021 through June 30, 2022, as follows:
      4.1.1. Exhibit C-1, SUD Treatment Services Budget
      4.1.2. Exhibit C-2, Services for Incarcerated Individuals Budget

5. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2022, which shall be retained by the Department. The Contractor shall submit budgets as follows:
   5.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2022 through June 30 2023, as follows:
      5.1.1. Exhibit C-3, SUD Treatment Services Budget
      5.1.2. Exhibit C-4, Services for Incarcerated Individuals Budget
6. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2023, which shall be retained by the Department. The Contractor shall submit budgets as follows:
   6.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2023 through September 29, 2023, as follows:
      6.1.1. Exhibit C-5, SUD Treatment Services Budget
      6.1.2. Exhibit C-6, Services for Incarcerated Individuals Budget
7. The Contractor shall bill and seek reimbursement for services provided to individuals as follows:
   7.1. 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.
   7.2. 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.
   7.3. For individuals whose private insurer will not remit payment for the full amount, the Contractor shall bill the individual based on the sliding fee scale below.

Percentage of Individual's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit C-1, to Charge the Individual
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

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7.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in approved budgets for which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor shall directly bill the Department to access funds in this Agreement.

7.5. Invoices for individuals without health insurance or other coverage for the services they receive, and for operational costs must include general ledger detail indicating the invoice is only for net expenses and must reflect only amounts up to the current Medicaid rate for the services provided.

7.6. Services provided to incarcerated individuals will be reimbursable only with General Funds and Governor Commission Funds for actual costs incurred, and payable upon Department approval.

8. Non-Reimbursement for Services

8.1. The Department shall not reimburse the Contractor for services provided through this contract when a individual has or may have an alternative payer for services described in the Exhibit B, Scope of Work, including, but not limited to:

8.1.1. Services covered by any New Hampshire Medicaid programs for individuals who are eligible for New Hampshire Medicaid.

8.1.2. Services covered by Medicare for individuals who are eligible for Medicare.

8.2. Notwithstanding Section 8.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a individual needs a service that is not covered by the payers listed in Section 8.1.

8.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.

8.4. Notwithstanding Section 8.1 above, when payment of the deductible or copay would constitute a financial hardship for the individual, the Contractor shall seek reimbursement from the State for the deductible based on the sliding fee scale, not to exceed $4,000 per individual per treatment episode.

8.5. For the purposes of this section, financial hardship is defined as the individual's monthly household income being less than the deductible plus the federally-defined monthly cost of living (COL), and

8.5.1. If the individual owns a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	$3,119.90	$3,964.90	$4,252.10	$4,798.80	$4,643.90

8.5.2. If the individual does not own a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	$2,570.90	$3,415.90	$3,703.10	$4,249.80	$4,643.90

9. The Contractor shall submit an invoice and supporting backup documentation to the Department no later than the 15th working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall:

9.1. Ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

9.2. Ensure invoices are net any other revenue received towards the services billed in fulfillment of this Agreement.

9.3. Ensure backup documentation includes, but is not limited to:

9.3.1. General Ledger showing revenue and expenses for the contract.

9.3.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.

9.3.2.1. Per 45 CFR Part 75.430(i)(1), charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.

9.3.2.2. Attestation and time tracking templates, which are available to the Department upon request.

9.3.3. Receipts for expenses within the applicable state fiscal year.

9.3.4. Cost center reports.

9.3.5. Profit and loss repors.

9.3.6. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.

9.3.7. Information requested by the Department verifying allocation or offset based on third party revenue received.

9.3.8. Summaries of patient services revenue and operating revenue and other financial infofrmation as requested by the Department.

10. The Contractor shall review and comply with further restrictions included in the Funding Opportunity Announcement (FOA).

11. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.invoicesforcontracts@dhhs.nh.gov, or invoices may be mailed to:

    Program Manager
    Department of Health and Human Services
    Bureau of Drug & Alcohol Services
    105 Pleasant Street
    Concord, NH 03301

12. The Contractor agrees that billing submitted for review 60 days after the last day of the billing month may be subject to non-payment.

13. The Department shall make payment to the Contractor within 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.

14. The final invoice shall be due to the Department no later than 40 days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

15. The Contractor must provide the services in Exhibit B, Scope of Services; in compliance with funding requirements.

16. 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.

17. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

18. 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.

19. Audits

    19.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if **any** of the following conditions exist:

        19.1.1. 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.

        19.1.2. 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.

        19.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

    19.2. 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.

    19.3. 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.

    19.4. 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.

    19.5. 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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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

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Vendor Initials DLL DS

9/14/2021

Date 9/14/2021

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New Hampshire Department of Health and Human Services
Exhibit D

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:

9/14/2021
Date

DocuSigned by:
Julie L Libby
7405A36EA8B54AA...
Name: Julie L Libby
Title: Finance Director

Vendor Initials DS JLL
Date 9/14/2021

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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:

9/14/2021
Date

DocuSigned by:
Julie L Libby
Name: Julie L Libby
Title: Finance Director

DS JLL
Vendor Initials

9/14/2021
Date

DocuSign Envelope ID: 29404596-35E2-4ED6-9533-002BB2EF0A19

DocuSign Envelope ID: D80D345A-675D-4BB5-B5A3-4C046FA4EB1B

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 JLL

Date 9/14/2021

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 (l)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

9/14/2021
Date

DocuSigned by:
Julie L Libby
74B5A18EA0C54AA...
Name: Julie L Libby
Title: Finance Director

DS
JLL
Contractor Initials

9/14/2021
Date

New Hampshire Department of Health and Human Services
Exhibit G

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.

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Contractor Initials JLL

Date 9/14/2021

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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:

9/14/2021
Date

DocuSigned by:
Julie L Libby
Name: Julie L Libby
Title: Finance Director

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:
Julie L Libby
7483A38EA0D54AA...

9/14/2021
Date

Name: Julie L Libby
Title: Finance Director

DS
JLL
Contractor Initials
9/14/2021
Date

DocuSign Envelope ID: 29404596-35E2-4ED6-9533-002BB2EF0A19

DocuSign Envelope ID: D80D345A-675D-4BB5-B5A3-4C046FA4EB1B

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions**.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI.

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

Contractor Initials JLL

Date 9/14/2021

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) 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 Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Grafton County
The State	Name of the Contractor
DocuSigned by: Katja Fox ED9D05D04C63442...	DocuSigned by: Julie L Libby 7483A36EA0D34AA...
Signature of Authorized Representative	Signature of Authorized Representative
Katja Fox	Julie L Libby
Name of Authorized Representative	Name of Authorized Representative
Director	Finance Director
Title of Authorized Representative	Title of Authorized Representative
9/14/2021	9/14/2021
Date	Date

DocuSign Envelope ID: 29404596-35E2-4ED6-9533-002BB2EF0A19

DocuSign Envelope ID: D80D345A-675D-4BB5-B5A3-4C046FA4EB1B

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:

9/14/2021
Date

DocuSigned by:
Julie L Libby
Name: Julie L Libby
Title: Finance Director

DS
JLL
Contractor Initials

9/14/2021
Date

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New Hampshire Department of Health and Human Services
Exhibit J

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: 081259830

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: _____

CU/DHHS/110713

Exhibit J – Certification Regarding the Federal Funding Accountability And Transparency Act (FFATA) Compliance
Page 2 of 2

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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

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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.

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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

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Contractor Initials

Date 9/14/2021

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Headrest ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 13, 2021, (Item #30), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18 the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.1. Clinical Services, by adding Paragraph 3.1.6. to read:

   3.1.6 The Contractor shall ensure a minimum total of **14 beds** are available for ASAM Level 3.1, Low-intensity Residential Treatment services provided through this Agreement.

2. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.7. Assistance Enrolling in Insurance Programs, Paragraph 3.7.1. by adding Subparagraph 3.7.1.4. as follows:

   3.7.1.4. New Hampshire Medicare programs.

3. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.10., Coordination of Care, by adding Paragraph 3.10.13. as follows:

   3.10.13. The Contractor shall use a referral system, which has been approved by the Department, to connect individuals to health and social service providers, as needed.

4. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.16. State Opioid Response (SOR) Grant Standards Paragraph 3.16.6. to read:

   3.16.6. If the Contractor is providing Medication Assisted Treatment (MAT), the Contractor

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shall do so only with FDA-approved MAT, which includes:

3.16.6.1. Methadone; and

3.16.6.2. Buprenorphine products including:

3.16.6.2.1. Single-entity buprenorphine products;

3.16.6.2.2. Buprenorphine/naloxone tablets;

3.16.6.2.3. Buprenorphine/naloxone films; and

3.16.6.2.4. Buprenorphine/naloxone buccal preparations.

5. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.16. State Opioid Response (SOR) Grant Standards Paragraph 3.16.7. to read:

3.16.7. If the contractor is providing medical withdrawal management services that are supported by SOR funds, the Contractor shall do so only when the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

6. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.16. State Opioid Response (SOR) Grant Standards Paragraph 3.16.8. to read:

3.16.8. If the Contractor wishes to distribute Fentanyl test strips, the Contractor shall provide a Fentanyl test strip utilization plan to the Department for approval prior to implementation. The Contractor shall ensure the utilization plan includes, but is not limited to:

3.16.8.1. Internal policies for the distribution of Fentanyl strips;

3.16.8.2. Distribution methods and frequency; and

3.16.8.3. Other key data as requested by the Department.

7. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.16. State Opioid Response (SOR) Grant Standards Paragraph 3.16.9. to read:

3.16.9. If the Contractor provides recovery housing, or refers individuals to recovery housing, the Contractor shall ensure any individuals receiving financial aid for the recovery housing, utilizing SOR funds, are in a facility that:

3.16.9.1. Aligns with the National Alliance for Recovery Residences Standards; and

3.16.9.2. Is registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with the New Hampshire Administrative Rules, He-A 305, Voluntary Registry for Recovery Houses.

8. Modify Exhibit B, Section 6, Staffing, Subsection 6.1., Paragraph 6.1.1. to read:

6.1.1. A minimum of one (1) New Hampshire Licensed Supervisor.

9. Modify Exhibit B, Section 6, Staffing, Subsection 6.11. to read:

6.11. The Contractor shall ensure no Licensed Supervisor shall supervise more than 12 staff unless the Department has approved an alternative supervision plan.

10. Modify Exhibit B, Section 11, Additional Terms, Subsection 11.3, Credits and Copyright Ownership, Paragraph 11.3.1. to read:

11.3.1. If the Contractor publicly references or markets their use of American Society of

Addiction Medicine (ASAM) criteria, or utilizes language related to ASAM levels of care in promotion or marketing of their services, the Contractor shall:

11.3.1.1. Sign and have in effect, Exhibit L, Amendment #1, Sample End User License Agreement with the Department, prior to such referencing or marketing.

11.3.1.2. Comply with the executed End User Agreement, or shall otherwise not be permitted to publicly reference or market the use of anything related to ASAM.

11. Modify Exhibit B, by adding Section 12, Maintenance of Fiscal Integrity, as follows:

12. Maintenance of Fiscal Integrity

12.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement (total organization and program-level), and Cash Flow Statement for the Contractor. Program-level Profit and Loss Statement shall include all revenue sources and all related expenditures for that program. The program-level Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Outside of the program-level Profit and Loss Statement and budget to actual analysis, all other statements shall be reflective of the entire Headrest organization and shall be submitted on the same day the reports are submitted to the Board, but no later than the fourth (4th) Wednesday of the month. Additionally, the Contractor will provide interim profit and loss statements for every program area, reported as of the 20th of the month, by the last day of every month. The Contractor will be evaluated on the following:

12.1.1. Days of Cash on Hand:

12.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

12.1.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock. Any amount of cash from a line of credit should be broken out separately.

12.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of 30 calendar days with no variance allowed.

12.1.2. Current Ratio:

12.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

12.1.2.2. Formula: Total current assets divided by total current liabilities.

12.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

12.1.3. Debt Service Coverage Ratio:

12.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

12.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

12.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next 12 months.

12.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

12.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

12.1.4. Net Assets to Total Assets:

12.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

12.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

12.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

12.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.

12.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

12.1.5. Total Lines of Credit:

12.1.5.1. The Contractor will provide a listing of every line of credit and amount outstanding for each line.

12.1.5.2. The Contractor will report on any new borrowing activities.

12.1.5.3. The Contractor will report on any instances of non-compliance with any loan covenant or agreement.

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12.2. In the event that the Contractor does not meet either:

12.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

12.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months; or

12.2.3. Does not meet the reporting timeframe; then

12.3. The Department may exercise any of the following:

12.3.1. Require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards;

12.3.2. Notwithstanding paragraph 8 of the General Provisions, Form P-37 of this Agreement, require the Contractor to submit a comprehensive corrective action plan within 30 calendar days of notification that 12.2.1. and/or 12.2.2. have not been met;

12.3.2.1. If a corrective action plan is required, the Contractor shall update the corrective action plan at least every 30 calendar days until compliance is achieved.

12.3.2.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

12.3.3. Terminate the contract pursuant to the General Provisions, Form P-37 of this Agreement.

12. Modify Exhibit B-1, Operational Requirements, by replacing it in its entirety with Exhibit B-1, Amendment #1, Operational Requirements, which is attached hereto and incorporated by reference herein.

13. Modify Exhibit C, Payment Terms, by replacing it in its entirety with Exhibit C, Amendment #1, Payment Terms, which is attached hereto and incorporated by reference herein.

14. Modify Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, by replacing it in its entirety with Exhibit I – Amendment #1, Health Insurance Portability and Accountability Act Business Associate Agreement, which is attached hereto and incorporated herein.

15. Add Exhibit L, Amendment #1, Sample, ASAM End User License Agreement, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire

Department of Health and Human Services

2/17/2022

Date

DocuSigned by:
Katja S. Fox
ED9D05B04C63442...

Name: Katja S. Fox

Title: Director

Headrest

2/17/2022

Date

DocuSigned by:
Cameron Ford
4038B92C250C472...

Name: Cameron Ford

Title: Executive Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

2/17/2022
Date

DocuSigned by:
Robyn Guarino
74873484941460

Name: Robyn Guarino

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____

Name:

Title:

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B-1 Amendment #1

Operational Requirements

1. Requirements for Organizational or Program Changes.

1.1. The Contractor shall provide written notification to the Department no later than 30 days prior to changes in:

1.1.1. Ownership;

1.1.2. Physical location; or

1.1.3. Name.

1.2. The Contractor shall submit a copy of the certificate of amendment from the New Hampshire Secretary of State with the effective date of the change to the Department, when there is a change of the ownership, physical location, or name of the organization.

2. Inspections and Enforcement Remedies

2.1. The Contractor shall allow any Department representative at any time to be admitted on the premises to inspect:

2.1.1. The facility;

2.1.2. All programs and services provided through this Agreement; and

2.1.3. Any records required by the Agreement.

2.2. The Contractor shall be issued a notice of deficiencies when the Department determines that the Contractor is not in compliance with contract requirements. The Contractor shall receive written notice from the Department, as applicable which:

2.2.1. Identifies each deficiency;

2.2.2. Identifies the specific proposed remedy(ies).

2.3. The Contractor shall receive notice from the Department for violations of contract requirements, that may include, but is not limited to:

2.3.1. The requirement to submit a Plan of Correction (POC).

2.3.2. The imposition of a directed POC from the Department.

2.3.3. Termination of the Agreement in accordance with the General Provisions, Form P-37.

3. Plans of Corrective Action

3.1. Notwithstanding paragraph 8, Event of Default, and paragraph 9, Termination of the General Provisions, Form P-37, the Contractor shall submit a written Plan of Correction (POC) to the Department within 21 days of receiving a notice of deficiencies, for review and acceptance. The Contractor shall ensure the POC includes, but is not limited to:

3.1.1. Steps to be taken to correct each deficiency.

3.1.2. Measures that will be put in place.

3.1.3. System changes to be made to ensure that the deficiency does not recur.

3.1.4. The date by which each deficiency will be corrected, ensuring the correction occurs no later than 90 days from the date the POC is submitted to the Department.

3.2. The Contractor shall ensure each POC:

3.2.1. Achieves compliance with contract requirements;

3.2.2. Addresses all deficiencies and deficient practices as cited in the notice of deficiencies; and

3.2.3. Mitigates the likelihood of a new violation of contract requirements as a result of implementation of the POC.

3.3. The Department shall notify the Contractor of the reasons for rejection of the POC, if the POC is not accepted. The Contractor shall:

3.3.1. Develop and submit a revised POC within 21 days of the date of the written notification of POC rejections.

3.3.2. Ensure the revised POC complies with POC standards identified above.

3.4. The Contractor shall be subject to a directed POC from the Department that specifies the corrective actions to be taken when:

3.4.1. Deficiencies were identified during an inspection that require immediate corrective action to protect the health and safety of the individuals receiving services or staff providing services.

3.4.2. The original POC is not submitted within 21 days of the date of the written notification of deficiencies;

3.4.3. The revised POC is rejected by the Department; or

3.4.4. The POC is not implemented by the completion date identified in the Department-accepted POC.

3.5. The Contractor shall admit and allow the Department access to the premises and records related to the Department-accepted POC, after the completion date identified in the POC, in order to verify the implementation of the POC, which may include, but is not limited to:

3.5.1. Review of materials submitted by the Contractor;

3.5.2. Follow-up inspection; or

3.5.3. Review of compliance during the next scheduled inspection.

4. **Duties and Responsibilities**

4.1. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to individuals on an ongoing basis.

4.2. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.

4.3. The Contractor shall employ an administrator responsible for the day-to-day operations of services provided in this Agreement. The Contractor shall:

4.3.1. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and

4.3.2. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor, the staff position(s) to be delegated, and the authority and responsibility to act in the administrator's behalf when the administrator is absent.

4.4. The Contractor shall ensure the following documents are posted in a public area:

4.4.1. A copy of the Contractor's policies and procedures relative to the implementation of rights and responsibilities for individuals receiving services, including confidentiality per 42 CFR Part 2; and

4.4.2. The Contractor's plan for fire safety, evacuation, and emergencies, identifying the location of, and access to all fire exits.

4.5. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the Department.

4.6. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the Department, and all court orders.

4.7. The Contractor shall follow the required procedures for the care of the individuals, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007 for residential programs, if the Contractor accepts an individual who is known to have a disease reportable under NH Administrative Rule He-P 301, or an infectious disease.

4.8. The Contractor shall comply with state and federal regulations on confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12.

4.9. The Contractor shall develop policies and procedures regarding the release of information contained in individual service records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.

4.10. The Contractor shall ensure all records relating to services provided through this Agreement are legible, current, accurate, and available to the Department during an inspection or investigation.

4.11. The Contractor shall ensure service site(s) are accessible to individuals with a disability, using Americans with Disabilities Act (ADA) accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq. The Contractor shall ensure service sites include:

4.11.1. A reception area separate from living and treatment areas;

4.11.2. A private space for personal consultation, charting, treatment and social activities, as applicable;

4.11.3. Secure storage of active and closed confidential individual records; and

4.11.4. Separate and secure storage of toxic substances.

4.12. The Contractor shall establish a code of ethics for staff that includes a mechanism for reporting unethical conduct.

4.13. The Contractor shall develop, implement, and maintain specific policies, including:

4.13.1. Rights, grievance, and appeals policies and procedures for individuals receiving services;

4.13.2. Progressive discipline, leading to administrative discharge;

4.13.3. Reporting and appealing staff grievances;

4.13.4. Alcohol and other drug use while in treatment;

4.13.5. Individual and employee smoking that are in compliance with Exhibit B, Section 3.16;

4.13.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;

4.13.7. Holding an individual's possessions;

4.13.8. Secure storage of staff medications;

4.13.9. Medication belonging to individuals receiving services;

4.13.10. Urine specimen collection, as applicable, that:

4.13.10.1. Ensures collection is conducted in a manner that preserves individual privacy as much as possible; and

4.13.10.2. Minimizes falsification;

4.13.11. Safety and emergency procedures on:

4.13.11.1. Medical emergencies;

4.13.11.2. Infection control and universal precautions, including the use of protective clothing and devices;

4.13.11.3. Reporting injuries;

4.13.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures; and

4.13.11.5. Emergency closings.

4.13.12. The Contractor shall develop, implement and maintain procedures for:

4.13.12.1. Protection of individual records that govern use of records, storage, removal, conditions for release of information, and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and

4.13.12.2. Quality assurance and improvement.

5. Collection of Fees.

5.1. The Contractor shall maintain procedures regarding collections from individual fees, co-insurance payments, cost-shares, private or public insurance, and other payers responsible for the individual's finances; and

5.2. The Contractor shall provide the individual, and the individual's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge at the time of screening and admission,

6. Screening and Denial of Services

6.1. The Contractor shall maintain a record of all individual screenings, including:

6.1.1. The individual's name and/or unique identifier;

6.1.2. The individual's referral source;

6.1.3. The date of initial contact from the individual or referring agency;

6.1.4. The date of screening; and

6.1.5. The result of the screening, including the reason for denial of services if applicable;

6.2. The Contractor shall record all referrals to and coordination with the Doorway and interim services or the reason that the referral was not made; for any individual who is placed on a waitlist. The Contractor shall:

6.2.1. Record all contact with the individual between screening and removal from the waitlist; and

6.2.2. Record the date the individual was removed from the waitlist and the reason for removal.

6.3. In the instance an individual requesting services is denied service(s), the Contractor shall:

6.3.1. Inform the individual of the reason for denial of service(s); and

6.3.2. Assist the individual in identifying and accessing appropriate available treatment.

6.4. The Contractor shall not deny services to an individual solely because the individual:

6.4.1. Previously left treatment against the advice of staff;

6.4.2. Relapsed from an earlier treatment;

6.4.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or

6.4.4. Has been diagnosed with a mental health disorder.

6.5. The Contractor shall report on denial of services to individuals at the request of the Department.

7. **Staffing Requirements**

7.1. The Contractor shall develop current job descriptions for all staff, including contracted staff, volunteers, and student interns, which includes:

7.1.1. Job title;

7.1.2. Physical requirements of the position;

7.1.3. Education and experience requirements of the position;

7.1.4. Duties of the position;

7.1.5. Positions supervised; and

7.1.6. Title of immediate supervisor.

7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which includes, but is not limited to:

7.2.1. Requiring a prospective employees to sign a releases to allow the Contractor to conduct a criminal record check;

7.2.2. Requiring the administrator or designee to obtain and review criminal record checks from the New Hampshire Department of Safety for each prospective employee;

7.2.3. Ensuring criminal record check standards are reviewed to ensure the health, safety, or well-being of individuals, beyond which shall be reason for non-selection for employment, including the following:

7.2.3.1. Felony convictions in this or any other state;

7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and

7.2.3.3. Findings by the Department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and

7.2.4. Waiver of 7.2.3 above for good cause shown.

7.3. The Contractor shall ensure all staff, which includes contracted staff, meet the educational, experiential, and physical qualifications of the position as listed in their job description. The Contractor shall ensure staff:

7.3.1. Do not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;

7.3.2. Are licensed, registered or certified as required by state statute and as applicable;

7.3.3. Receive an orientation within the first three (3) days of work or prior to direct contact with individuals, which includes:

7.3.3.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;

7.3.3.2. The Contractor's policies on the rights, responsibilities, and complaint procedures for individuals receiving services;

7.3.3.3. Federal and state confidentiality requirements;

7.3.3.4. Grievance procedures;

7.3.3.5. Job duties, responsibilities, policies, procedures, and guidelines;

7.3.3.6. Topics covered by both the administrative and personnel manuals;

7.3.3.7. The Contractor's infection prevention program;

7.3.3.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of staff in an emergency; and

7.3.3.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and

7.3.4. Sign and date documentation that they have taken part in an orientation as described above;

7.3.5. Complete a mandatory annual in-service education, which includes a review of all elements described above.

7.4. The Contractor shall ensure, prior to having contact with individuals receiving services, that employees and contracted employees:

7.4.1. Submit proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:

7.4.1.1. The name of the examinee;

7.4.1.2. The date of the examination;

7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;

7.4.1.4. Results of a 2-step TB test, Mantoux method or other method approved by the Centers for Disease Control; and

7.4.1.5. The dated signature of the licensed health practitioner.

7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and

7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium TB through shared air space with persons with infectious TB.

7.5. The Contractor shall ensure employees, contracted employees, volunteers and independent Contractors who have direct contact with individuals who have a history of TB or a positive skin test have a symptomatology screen of a TB test.

7.6. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student intern, volunteer, and contracted staff, which includes, but is not limited to:

7.6.1. A completed application for employment or a resume.

7.6.2. Identification data.

7.6.3. The education and work experience of the employee.

7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:

7.6.4.1. Position title;

7.6.4.2. Qualifications and experience; and

7.6.4.3. Duties required by the position.

7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable.

7.6.6. A signed and dated record of orientation as required above.

7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable.

7.6.8. Records of screening for communicable diseases results required above.

7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary.

7.6.10. Documentation of annual in-service education as required above that includes date of completion and signature of staff.

7.6.11. Information as to the general content and length of all continuing education or educational programs attended;

7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the individual's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy;

7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that the individual:

7.6.13.1. Does not have a felony conviction in this or any other state;

7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect, or exploitation or pose a threat to the health, safety or well-being of an individual; and

7.6.13.3. Has not had a finding by the Department or any administrative agency in NH or any other state for assault, fraud, abuse, neglect or exploitation of any person; and

7.6.14. Documentation of the criminal records check and any waivers, as applicable.

7.7. An individual need not re-disclose any of the matters in the criminal background check if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.

8. **Clinical Supervision of Unlicensed Counselors**

8.1. The Contractor shall ensure all unlicensed counselors providing treatment, education and/or recovery support services; and all uncertified CRSWs, are under the direct supervision of a licensed supervisor.

8.2. The Contractor shall ensure no licensed supervisor supervises more than 12 unlicensed staff, unless the Department has approved an alternative supervision plan.

8.3. The Contractor shall ensure unlicensed counselors receive a minimum of one (1) hour of supervision for every 20 hours of direct contact with individuals receiving services;

8.4. The Contractor ensures supervision is provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;

8.5. The Contractor shall ensure supervision includes:

8.5.1. Review of case records;

8.5.2. Observation of interactions with individuals receiving services;

8.5.3. Skill development; and

8.5.4. Review of case management activities;

8.6. The Contractor shall ensure supervisors maintain a log of the supervision date, duration, content and who was supervised by whom; and

8.7. The Contractor shall ensure staff licensed or certified shall receive supervision in accordance with the requirement of their licensure.

9. Orientation for Individuals Receiving Services

9.1. The Contractor shall conduct an orientation for individuals receiving services upon admission to program, either individually or by group, that includes:

9.1.1. Rules, policies, and procedures of the program and facility;

9.1.2. Requirements for successfully completing the program;

9.1.3. The administrative discharge policy and the grounds for administrative discharge;

9.1.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements;

9.1.5. Requiring the individual to sign and date a receipt that the orientation was conducted.

10. Treatment Plans

10.1. The Contractor shall ensure a licensed counselor or an unlicensed counselor, under the supervision of a licensed counselor, develops and maintains a written treatment plan for each individual receiving services in accordance with

SAMHSA TAP 21: Addiction Counseling Competencies, which addresses all ASAM domains. The Contractor shall ensure the treatment plan:

10.1.1. Identifies the individual's clinical needs, treatment goals, and objectives.

10.1.2. Identifies the individual's strengths and resources for achieving goals and objectives above;

10.1.3. Defines the strategy for providing services to meet the individual's needs, goals, and objectives;

10.1.4. Identifies and documents referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;

10.1.5. Provides the criteria for terminating specific interventions;

10.1.6. Includes specification and description of the indicators to be used to assess the individual's progress;

10.1.7. Includes documentation of participation in the treatment planning process or the reason why the individual did not participate; and

10.1.8. Includes signatures of the individual and the counselor agreeing to the treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.

10.1.9. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB.

11. Group education and counseling

11.1. The Contractor shall maintain an outline of each educational and group therapy session provided.

12. Progress notes

12.1. The Contractor shall ensure progress notes are completed for each individual, group, or family treatment or education session.

12.2. The Contractor shall ensure progress notes include, but not limited to:

12.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;

12.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and

12.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session.

13. Discharge

13.1. The Contractor shall discharge an individual from a program for the following reasons:

13.1.1. Program completion or transfer based on changes in the individual's functioning relative to ASAM criteria;

13.1.2. Program termination, including:

13.1.2.1. Administrative discharge;

13.1.2.2. Non-compliance with the program;

13.1.2.3. The individual left the program before completion against advice of treatment staff; and

13.1.3. The individual is inaccessible, due to reasons that may include incarceration or hospitalization.

13.2. The Contractor shall ensure that counselors complete a narrative discharge summary in all cases of individual discharge. The Contractor shall ensure the discharge summary includes, but is not limited to:

13.2.1. The dates of admission and discharge.

13.2.2. The individual's psychosocial substance misuse history and legal history.

13.2.3. A summary of the individual's progress toward treatment goals in all ASAM domains.

13.2.4. The reason for discharge.

13.2.5. The individual's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment.

13.2.6. A summary of the individual's physical and mental health condition at the time of discharge.

13.2.7. A continuing care plan, including all ASAM domains.

13.2.8. A determination as to whether the individual would be eligible for re-admission to treatment, if applicable.

13.2.9. The dated signature of the counselor completing the summary.

13.3. The Contractor shall ensure the discharge summary is completed:

13.3.1. No later than seven (7) days following an individual's discharge from the program; or

13.3.2. For withdrawal management services, by the end of the next business day following an individual's discharge from the program.

13.4. The Contractor shall ensure, when transferring an individual from one level of care to another within the same certified Contractor agency or to another treatment provider, the counselor:

13.4.1. Completes a progress note on the client's treatment and progress towards treatment goals, to be included in the individual's record; and

13.4.2. Updates the individual evaluation and treatment plan.

13.5. The Contractor shall forward copies of the information to a receiving provider when discharging an individual to another treatment provider, upon receiving a signed release of confidential information from the individual. The Contractor shall ensure information includes:

13.5.1. The discharge summary;

13.5.2. Individual demographic information, including the individual's name, date of birth, address, telephone number, and the last four (4) digits of their Social Security number; and

13.5.3. A diagnostic assessment statement and other assessment information, including:

13.5.3.1. TB test results;

13.5.3.2. A record of the individual's treatment history; and

13.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.

13.6. The Contractor shall ensure the counselor meets with the individual at the time of discharge or transfer to establish a continuing care plan. The Contractor shall ensure the continuing care plan:

13.6.1. Includes recommendations for continuing care in all ASAM domains;

13.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and

13.6.3. Assists the individual in making contact with other agencies or services.

13.7. The Contractor shall ensure the counselor documents, in the individual's service record, if and why the meeting described above could not take place.

13.8. The Contractor shall ensure individuals receiving services through this Agreement are only administratively discharged for the following reasons:

13.8.1. The individual's behavior on program premises is abusive, violent, or illegal;

13.8.2. The individual is non-compliant with prescription medications;

13.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the individual's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or

13.8.4. The individual violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

14. **Individual Service Record System**

14.1. The Contractor shall implement a comprehensive system in paper and/or electronic format to maintain service records for each individual receiving services. The Contractor shall ensure service records are:

14.1.1. Organized into related sections with entries in chronological order;

14.1.2. Easy to read and understand;

14.1.3. Complete, containing all the parts;

14.1.4. In compliance with all applicable confidentiality laws, including 42 CFR Part 2 and Exhibit K;

14.1.5. Up-to-date, including notes of most recent contacts; and

14.1.6. Accessible to the Department upon request.

14.2. The Contractor shall ensure service records are organized as follows:

14.2.1. First section, Intake/Initial Information:

14.2.1.1. Identification data, including the individual's:

14.2.1.1.1. Name;

14.2.1.1.2. Date of birth;

14.2.1.1.3. Address;

14.2.1.1.4. Telephone number; and

14.2.1.1.5. The last four (4) digits of the individual's Social Security number;

14.2.1.2. The date of admission;

14.2.1.3. Name, address, and telephone number of the individual's:

14.2.1.3.1. Legal guardian;

14.2.1.3.2. Representative payee;

14.2.1.3.3. Emergency contact;

14.2.1.3.4. The person or entity referring the individual for services, as applicable;

14.2.1.3.5. Primary health care provider;

14.2.1.3.6. Behavioral health care provider, if applicable;

14.2.1.3.7. Public or private health insurance provider(s), or both;

14.2.1.4. The individual's religious preference, if any;

14.2.1.5. The individual's personal health history;

14.2.1.6. The individual's mental health history;

14.2.1.7. Current medications;

14.2.1.8. Records and reports prepared prior to the individual's current admission and determined by the counselor to be relevant; and

14.2.1.9. Signed receipt of notification of individual rights;

14.2.2. Second section, Screening/Assessment/Evaluation:

14.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit B.

14.2.3. Third section, Treatment Planning:

14.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Exhibit B and in this Exhibit B-1; and

14.2.3.2. Signed and dated progress notes and reports from all programs involved.

14.2.4. Fourth section, Discharge Planning:

14.2.4.1. A narrative discharge summary, as required in this Exhibit B-1.

14.2.5. Fifth section, Releases of Information/Miscellaneous:

14.2.5.1. Release of information forms compliant with 42 CFR, Part 2;

14.2.5.2. Any correspondence pertinent to the individual; and

14.2.5.3. Any other pertinent information the Contractor deemed significant.

14.3. If the Contractor utilizes a paper format record system, then the sections identified above shall be tabbed sections.

15. Medication Services

15.1. The Contractor shall ensure no administration of medications, including physician samples, occur except by a licensed medical practitioner working within their scope of practice.

15.2. The Contractor shall ensure all prescription medications brought by an individual to program are in their original containers and legibly display the following information:

15.2.1. The individual's name;

15.2.2. The medication name and strength;

15.2.3. The prescribed dose;

15.2.4. The route of administration;

15.2.5. The frequency of administration; and

15.2.6. The date ordered.

15.3. The Contractor shall ensure any change or discontinuation of prescription medications includes a written order from a licensed practitioner.

15.4. The Contractor shall ensure all prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the individual's person or stored in the individual's room, are stored as follows:

15.4.1. All medications are kept in a storage area that is:

15.4.1.1. Locked and accessible only to authorized personnel;

15.4.1.2. Organized to allow correct identification of each individual's medication(s);

15.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and

15.4.1.4. Equipped to maintain medication at the proper temperature;

15.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, are kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and

15.4.3. Topical liquids, ointments, patches, creams and powder forms of products are stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.

15.5. The Contractor shall ensure medication belonging to staff are only accessible to staff and are stored separately from medications belonging to individuals served.

15.6. The Contractor shall ensure over-the-counter (OTC) medications brought into the program by individuals receiving services are:

15.6.1. In original, unopened containers;

15.6.2. Are stored in accordance with this Exhibit B-1;

15.6.3. Are marked with the name of the individual using the medication; and

15.6.4. Are taken in accordance with the directions on the medication container or as ordered by a licensed practitioner.

15.7. The Contractor shall ensure all medications self-administered by an individual, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the individual without supervision, are supervised by the program staff. The Contractor shall ensure staff:

15.7.1. Remind the individual to take the correct dose of their medication at the correct time;

15.7.2. May open the medication container but do not physically handle the medication itself in any manner; and

15.7.3. Remain with the individual to observe them taking the prescribed dose and type of medication;

15.7.4. Document each medication taken in an individual's medication log, which includes:

15.7.4.1. The medication name, strength, dose, frequency and route of administration;

15.7.4.2. The date and the time the medication was taken;

15.7.4.3. The signature or identifiable initials of the staff supervising the consumption of the medication by the individual receiving services; and

15.7.4.4. The reason for any medication refused or omitted, as applicable.

15.8. The Contractor shall ensure the individual's medication log is included in the individual's record and any remaining medication is taken with the individual upon their discharge.

16. Notice of Rights for Individuals Receiving Services

16.1. The Contractor shall ensure programs inform individuals of their rights in clear, understandable language and form, both verbally and in writing. The Contractor shall ensure:

16.1.1. Applicants for services are informed of their rights to evaluations and access to treatment;

16.1.2. Individuals are advised of their rights upon entry into any program and annually thereafter; and

16.1.3. Initial and annual notifications of individual rights are documented in the individual's record.

16.2. The Contractor shall ensure every program within the service delivery system posts notice of the rights, as follows:

16.2.1. The notice is continually posted in an area accessible by all;

16.2.2. The notice is presented in clear, understandable language and form; and

16.2.3. Each program and residence has, on the premises, complete copies of rules pertaining to individual rights that are available for individual review.

17. Fundamental Rights of Individuals Receiving Services

17.1. The Contractor shall ensure no individual receiving treatment for a substance use disorder is deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.

18. Personal Rights

18.1. The Contractor shall ensure individuals who are applicants for services or receiving services are treated by program staff with dignity and respect at all times.

18.2. The Contractor shall ensure individuals are free from abuse, neglect and exploitation which may include, but is not limited to:

18.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;

18.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the individual or others; and

18.2.3. Freedom from personal or financial exploitation.

18.3. The Contractor shall ensure individuals receiving services retain the right to privacy.

19. Client Confidentiality

19.1. The Contractor shall comply with the confidentiality requirements in 42 CFR part 2.

19.2. The Contractor shall ensure copies of individual service records for the individual, attorney or other authorized person are available at no charge for the first 25 pages and not more than $0.25 per page thereafter, after review of the record.

19.3. The Contractor shall ensure, if a minor age 12 or older is treated for substance use disorders without parental consent as authorized by RSA 318:B12-a:

19.3.1. The minor's signature alone authorizes a disclosure; and

19.3.2. Any disclosure to the minor's parents or guardians requires a signed authorization to release.

20. Grievances of Individuals Receiving Services

20.1. The Contractor shall ensure individuals receiving services have the right to complain about any matter, including any alleged violation of a right afforded by this Exhibit B-1 or by any state or federal law or rule.

20.2. The Contractor shall ensure any person has the right to complain or bring a grievance on behalf of an individual or a group of individuals.

21. Treatment Rights

21.1. The Contractor shall ensure individuals receiving services have the right to adequate and humane treatment, including:

21.1.1. The right of access to treatment including:

21.1.1.1. The right to evaluation to determine an individual's need for services and to determine which programs are most suited to provide the services needed; and

21.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and

21.1.2. The right to quality treatment including:

21.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the individuals and programs providing the treatment and to the conditions for which the individual is being treated;

21.1.3. The right to receive services in such a manner as to promote the individual's full participation in the community;

21.1.4. The right to receive all services or treatment to which an individual is entitled in accordance with the time frame set forth in the individual's treatment plan;

21.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with this Exhibit B-1 which addresses the individual's own goals;

21.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the individual to participate in meaningful activities in the communities in which the individual lives and works;

21.1.7. The right to services and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:

21.1.7.1. Freedom of movement; and

21.1.7.2. Participation in the community, while providing the level of support needed by the individual;

21.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:

21.1.8.1. Whenever possible, the consent shall be given in writing; and

21.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;

21.1.9. The right to refuse to participate in any form of experimental treatment or research;

21.1.10. The right to be fully informed of one's own diagnosis and prognosis;

21.1.11. The right to voluntary placement including the right to:

21.1.11.1. Seek changes in placement, services or treatment at any time; and

21.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;

21.1.12. The right to services which promote independence including services directed toward:

21.1.12.1. Eliminating, or reducing as much as possible, the individual's needs for continued services and treatment; and

21.1.12.2. Promoting the ability of the individuals to function at their highest capacity and as independently as possible;

21.1.13. The right to refuse medication and treatment;

21.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;

21.1.15. The right to consultation and second opinion including:

21.1.15.1. At the individual's own expense, the consultative services of:

21.1.15.1.1. Private physicians;

21.1.15.1.2. Psychologists;

21.1.15.1.3. Licensed drug and alcohol counselors; and

21.1.15.1.4. Other health practitioners; and

21.1.15.2. Granting to such health practitioners reasonable access to the individual, as required by Section 19.1.15, in programs and allowing such practitioners to make

recommendations to programs regarding the services and treatment provided by the programs;

21.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring an individual's participation and informed decision-making:

21.1.16.1. Guardian;

21.1.16.2. Representative;

21.1.16.3. Attorney;

21.1.16.4. Family member;

21.1.16.5. Advocate; or

21.1.16.6. Consultant; and

21.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical, or pharmacological restraint, unless the individual is at risk of self-harm or harm to others.

21.2. The Contractor shall ensure no treatment professional is required to administer treatment contrary to such professional's clinical judgment.

21.3. The Contractor shall ensure programs maximize the decision-making authority of the individual.

21.4. The Contractor shall ensure the following provisions apply to individuals for whom a guardian has been appointed by a court:

21.4.1. The guardian and all individuals involved in the provision of services are made aware of the individual's views, preferences and aspirations;

21.4.2. A guardian only makes decisions that are within the scope of the powers set forth in the guardianship order issued by the court;

21.4.3. The program requests a copy of the guardianship order from the guardian;

21.4.4. The order is kept in the individual's record at the program;

21.4.5. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the individual's choice and preference relative to those issues prevail unless the guardian's authority is expanded by the court to include those issues;

21.4.6. A program takes steps that are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:

21.4.6.1. Reviewing with the guardian the limits on their decision-making authority; and

21.4.6.2. Bringing the matter to the attention of the court that appointed the guardian, if necessary;

21.4.7. The guardian acts in a manner that furthers the best interests of the individual;

21.4.8. In acting in the best interests of the individual, the guardian takes the views, preferences, and aspirations of the individual into consideration;

21.4.9. The program takes steps that are necessary to prevent a guardian from acting in a manner that does not further the best interests of the individual and, if necessary, brings the matter to the attention of the court that appointed the guardian; and

21.4.10. In the event that there is a dispute between the program and the guardian, the program informs the guardian of their right to bring the dispute to the attention of the court that appointed the guardian.

22. Termination of Services

22.1. The Contractor shall terminate an individual from services if the individual:

22.1.1. Endangers or threatens to endanger other individuals or staff, or engages in illegal activity on the property of the program;

22.1.2. Is no longer benefiting from the service(s) provided;

22.1.3. Cannot agree with the Contractor on a mutually acceptable course of treatment;

22.1.4. Refuses to pay for the services received despite having the financial resources to do so; or

22.1.5. Refuses to apply for benefits that could cover the cost of the services received despite the fact that the individual is or may be eligible for benefits.

22.2. The Contractor shall ensure termination does not occur unless the program has given both written and verbal notice to the individual and individual's guardian, if any, that:

22.2.1. Identifies the effective date of termination;

22.2.2. Lists the clinical or management reasons for termination; and

22.2.3. Explains the rights to appeal and the appeal process.

22.3. The Contractor shall document in the service record of an individual who has been terminated that:

22.3.1. The individual has been notified of the termination; and

22.3.2. The termination has been approved by the program administrator.

23. Rights for Individuals Receiving Residential Programs

23.1. The Contractor shall ensure individuals of residential programs retain the following rights:

23.1.1. The right to a safe, sanitary, and humane living environment;

23.1.2. The right to privately communicate with others, including:

23.1.2.1. The right to send and receive unopened and uncensored correspondence;

23.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive a reasonable number of telephone calls, except that residential programs may require an individual to reimburse them for the cost of any calls made by the individual; and

23.1.2.3. The right to receive and to refuse to receive visitors, except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services;

23.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for individuals to engage in such activities;

23.1.4. The right to privacy, including the following:

23.1.4.1. The right to courtesies that include, but are not limited to, knocking on closed doors before entering and ensuring privacy for telephone calls and visits;

23.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and

23.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;

23.1.5. The right to individual choice, including the following:

23.1.5.1. The right to keep and wear their own clothes;

23.1.5.2. The right to space for personal possessions;

23.1.5.3. The right to keep and to read materials of their own choosing;

23.1.5.4. The right to keep and spend their own money; and

23.1.5.5. The right not to perform work for the Contractor and to be compensated for any work performed, except that:

23.1.5.5.1. Individuals may be required to perform personal housekeeping tasks within the individual's own

immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and

23.1.5.5.2. Individuals may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the individual is compensated for work performed; and

23.1.5.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.

23.2. The Contractor shall ensure policies governing individual behavior within a residence are developed, implemented, and available to the Department as requested. The Contractor shall ensure:

23.2.1. Individuals are informed of any house policies upon admission to the residence.

23.2.2. House policies are posted and such policies shall conform with this section.

23.2.3. House policies are periodically reviewed for compliance with this section in connection with quality assurance site visits.

23.2.4. Notwithstanding Section 23.1.4.3 above, development of policies and procedures allowing searches for alcohol and illicit drugs to be conducted:

23.2.4.1. Upon the individual's admission to the program; and

23.2.4.2. If probable cause exists, including such proof as:

23.2.4.2.1. A positive test showing presence of alcohol or illegal drugs; or

23.2.4.2.2. Showing physical signs of intoxication or withdrawal.

24. State and Federal Requirements

24.1. If there is any error, omission, or conflict in the requirements listed below, the applicable federal, state, and local regulations, rules and requirements shall take precedence. The requirements specified below are provided herein to increase the Contractor's compliance.

24.2. The Contractor agrees to the following state and/or federal requirements for specialty treatment for pregnant and parenting women:

24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.2. The program provides or arranges for primary medical care for women who are receiving substance use disorder services, including prenatal care.

24.2.3. The program provides or arranges for childcare with the women are receiving services.

24.2.4. The program provides or arranges for primary pediatric care for the women's children, including immunizations.

24.2.5. The program provides or arranges for gender-specific substance use disorder treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, neglect, and parenting.

24.2.6. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.

24.2.7. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.

24.3. The Contractor shall assist the individual in finding and engaging in a service, which may include, but is not limited to, helping the individual locate an appropriate provider, referring individuals to the needed service provider, setting up appointments for individuals with those providers, and assisting the individual with attending appointments with the service provider(s).

24.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:

24.4.1. Within seven (7) days of reaching 90% of capacity, the program notifies the Department that 90% capacity has been reached.

24.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug use not later than:

24.4.2.1. 14 days after making the request; or

24.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance use disorder treatment program.

24.4.3. The program has established a waitlist that includes a unique patient identifier for each injecting drug user seeking treatment, including individuals receiving interim services while awaiting admission.

24.4.4. The program has a mechanism that enables it to:

24.4.4.1. Maintain contact with individuals awaiting admission;

24.4.4.2. Admit or transfer waiting list individuals at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the individual; and

24.4.4.3. The program takes individuals awaiting treatment off the waiting list only when one of the following conditions exist:

24.4.4.3.1. Individuals cannot be located for admission into treatment or

24.4.4.3.2. Individuals refuse treatment

24.4.5. The program includes activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.

24.4.6. The program has procedures for:

24.4.6.1. Selecting, training, and supervising outreach workers.

24.4.6.2. Contacting, communicating, and following up with individuals at high-risk of substance misuse, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.

24.4.6.3. Promoting awareness among people who inject drugs about the relationship between injection drug use and communicable diseases.

24.4.6.4. Recommending steps that can be taken to ensure communicable diseases do not occur.

24.4.7. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance use disorder services, except in cases when each of the following conditions is met:

24.4.7.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.

24.4.7.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.

24.4.7.3. A physician makes a determination that the following conditions have been met:

24.4.7.3.1. The primary diagnosis of the individual is substance use disorder and the physician certifies that fact.

24.4.7.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.

24.4.7.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.

24.4.7.3.4. The hospital-based substance use disorder program follows national standards of substance use disorder professional practice.

24.4.7.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)

24.4.8. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.

24.4.9. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.

24.4.10. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.

24.4.11. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.

24.4.12. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.

24.4.13. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.

24.4.14. The program uses the SAPT Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:

24.4.14.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program; and

24.4.14.2. Secure payments from individuals for services in accordance with their ability to pay.

24.4.15. The Contractor shall comply with all relevant state and federal laws such as but not limited to:

24.4.15.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale in Exhibit C shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.

24.4.15.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 21.30%, federal funds from the Substance Abuse Prevention and Treatment Block Grant, as awarded October 1, 2020 and October 1, 2021, by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, CFDA 93.959 FAIN TI083464.
   1.2. 52.51%, federal funds from the State Opioid Response Grant, as awarded September 30, 2021, by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, CFDA # 93.788, FAIN TI083326, which are only ***effective from the contract effective date through September 29, 2022***.
   1.3. 10.97% General funds.
   1.4. 15.22% Other funds (Governors Commission).
2. For the purposes of this Agreement:
   2.1. The Department has identified the Contractor as a SUBRECIPIENT, in accordance with 2 CFR 200.331.
   2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
   2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
3. 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 item, as specified in Exhibits C-1, SUD Treatment Services Budget through Exhibit C-3, Residential Services Budget.
   3.1. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
   3.2. Ensure approval for Exhibits C-1, Women's Treatment Services Budget through Exhibit C-3, Residential Budget is received from the Department prior to submitting invoices for payment.
   3.3. Request payment for actual expenditures incurred in the fulfillment of this Agreement, and in accordance with the Department-approved budgets.
4. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days from the contract Effective Date, which shall be retained by the Department. The Contractor shall submit budgets as follows:

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4.1. One (1) budget for each tiered service that specifies expenses for the period from October 1, 2021 through June 30, 2022, as follows:

4.1.1. Exhibit C-1, SUD Treatment Services Budget

4.1.2. Exhibit C-2, Residential Services Budget

5. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2022, which shall be retained by the Department. The Contractor shall submit budgets as follows:

5.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2022 through June 30 2023, as follows:

5.1.1. Exhibit C-3, SUD Treatment Services Budget

5.1.2. Exhibit C-4, Residential Services Budget:

6. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2023, which shall be retained by the Department. The Contractor shall submit budgets as follows:

6.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2023 through September 29, 2023, as follows:

6.1.1. Exhibit C-5, SUD Treatment Services Budget

6.1.2. Exhibit C-6, Residential Services Budget

7. The Contractor shall bill and seek reimbursement for services provided to individuals as follows:

7.1. For individuals enrolled through the Department's Medicaid or Medicare Fee for Service program in accordance with the current, publically posted Fee for Service (FFS) schedule.

7.2. 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.

7.3. For individuals whose private insurer will not remit payment for the full amount, the Contractor shall bill the individual based on the sliding fee scale below.

Percentage of Individual's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit C-1, to Charge the Individual
0%-138%	0%
139% - 149%	8%
150% - 199%	12%

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200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

7.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in approved budgets for which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor shall directly bill the Department to access funds in this Agreement.

7.5. Invoices for individuals without health insurance or other coverage for the services they receive, and for operational costs must include general ledger detail indicating the invoice is only for net expenses.

7.6. Services provided to incarcerated individuals will be reimbursable only with General Funds and Governor Commission Funds for actual costs incurred, and payable upon Department approval.

8. Additional Billing/Reporting Requirements

8.1. The Contractor shall maintain documentation that includes, but is not limited to:

8.1.1. Medicaid and/or Medicare ID of the individual receiving services.

8.1.2. WITS ID of the individual receiving services, if applicable.

8.1.3. Date range of stay per individual for which expenses apply.

8.1.4. Level of Care for which the individual received services for the date range identified in 8.1.3.

8.2. The Contractor shall ensure individuals receiving services rendered from SOR funds have a documented history or current diagnoses of Opioid Use Disorder (OUD) or Stimulant Use Disorders.

8.3. The Contractor shall coordinate ongoing care for all individuals with documented history or current diagnoses of OUD or Stimulant Use Disorder, receiving services rendered from SOR funds, with Doorways in accordance with 42 CFR Part 2.

9. Non-Reimbursement for Services

9.1. The Department shall not reimburse the Contractor for services provided through this contract when an individual has or may have an alternative payer for services described in the Exhibit B, Scope of Work, including, but not limited to:

9.1.1. Services covered by Medicaid programs for individuals who are eligible for Medicaid.

9.1.2. Services covered by Medicare for individuals who are eligible for Medicare.

9.2. Notwithstanding Section 9.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when an individual needs a service that is not covered by the payers listed in Section 9.1.

9.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.

9.4. Notwithstanding Section 9.1 above, when payment of the deductible or copay, as determined by the WITS fee determination model described in Exhibit B, Scope of Work, Section 3.4, Eligibility and Intake, would constitute a financial hardship for the individual, the Contractor shall seek reimbursement from the State for the deductible based on the sliding fee scale, not to exceed $4,000 per individual, per treatment episode.

9.5. For the purposes of this section, financial hardship is defined as the individual's monthly household income being less than the deductible plus the federally-defined monthly cost of living (COL), and

9.5.1. If the individual owns a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	$3,119.90	$3,964.90	$4,252.10	$4,798.80	$4,643.90

9.5.2. If the individual does not own a vehicle:

	Family Size				
Monthly COL	1	2	3	4	5+
	$2,570.90	$3,415.90	$3,703.10	$4,249.80	$4,643.90

10. The Contractor shall submit an invoice and supporting backup documentation to the Department no later than the 15th working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall:

10.1. Ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

10.2. Ensure invoices are net any other revenue received towards the services billed in fulfillment of this Agreement.

10.3. Ensure backup documentation includes, but is not limited to:

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10.3.1. General Ledger showing revenue and expenses for the contract.

10.3.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.

10.3.2.1. Per 45 CFR Part 75.430(i)(1), charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.

10.3.2.2. Attestation and time tracking templates, which are available to the Department upon request.

10.3.3. Receipts for expenses within the applicable state fiscal year.

10.3.4. Cost center reports.

10.3.5. Profit and loss reports.

10.3.6. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.

10.3.7. Information requested by the Department verifying allocation or offset based on third party revenue received.

10.3.8. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.

11. The Contractor shall review and comply with further restrictions included in the Funding Opportunity Announcement (FOA).

12. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to invoicesforcontracts@dhhs.nh.gov, or invoices may be mailed to:

Program Manager
Department of Health and Human Services
Bureau of Drug & Alcohol Services
105 Pleasant Street
Concord, NH 03301

13. The Contractor agrees that billing submitted for review 60 days after the last day of the billing month may be subject to non-payment.

14. The Department shall make payment to the Contractor within 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.

15. The final invoice shall be due to the Department no later than 40 days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

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16. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.

17. 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.

18. 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.

19. 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.

20. Audits

    20.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if **any** of the following conditions exist:

        20.1.1. 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.

        20.1.2. 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.

        20.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

    20.2. 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.

    20.3. 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.

    20.4. Any Contractor that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless

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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.

20.5. 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.

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 the "Standards for Privacy and Security of Individually Identifiable Health Information," 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Part 1&2 of the "American Recovery and Reinvestment Act of 2009," 42 USC 17934, et sec., applicable to business associates, and also agrees to comply with the "Confidentiality of Substance use Disorder Patient Records," 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as applicable, and as these laws may be amended from time to time.

(1) Definitions.

a. "Business Associate" shall mean the Contractor and its agents that receive, use, transmit, 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.

b. The following terms have the same meaning as defined in HIPAA 45 CFR Parts 160, 162 and 164 and the HITECH Ac as they may be amended from time to time:

"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."

c. 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.

d. "Part 2 record," means any "Record" relating to a "Patient, and "Patient Identifying Information," as defined in 42 CFR Part 2.11 relating to substance use disorder Part 2 records.

e. "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 the Scope of Work of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall protect all 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.

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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.

c. To the extent Business Associate is permitted under the Agreement and the BAA to disclose PHI to any third party or subcontractor, prior to making any such disclosure, the Business Associate must obtain a business associate agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in its business associate agreement with the third party or subcontractor.

d. The Business Associate shall not disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure the Business Associate agrees to refrain from disclosing the PHI, until such time as a court orders the disclosure. If applicable, in any judicial proceeding, the Business Associate shall resist any efforts to access any Part 2 records.

(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 and Part 2, as applicable.

b. The Business Associate shall immediately notify the Covered Entity at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that a known or suspected privacy or security incident or breach has occurred potentially exposing or compromising PHI. This includes inadvertent or accidental uses, disclosures, incidents or breaches of unsecured PHI.

c. In the event of a breach, the Business Associate shall comply with all applicable terms of this BAA, and the information security requirements addendum of the Agreement.

d. The Business Associate agrees to perform a risk assessment, based on the information available at the time, when it becomes aware of any known or suspected privacy or information security incident or breach as described above and communicate that assessment to the Covered Entity. The risk assessment shall include at a minimum, but not be limited to:

- The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

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- 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; and
- The extent to which the risk to the protected health information has been mitigated.

e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in writing to the Covered Entity as soon as practicable after the conclusion of the investigation.

f. 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.

g. As stated in 2.c. above, Business Associate shall require any subcontractor or 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 of the use and disclosure of PHI contained herein, and comply with the duty to return or destroy the PHI as provided under Section 3 (m). In addition, the Business Associate shall require all third party contractors or business associates of the Business Associate receiving PHI pursuant to the Agreement to agree to the Business Associates' rights of enforcement and indemnification from such third party or contractor for the purpose of use and disclosure of protected health information.

h. Within ten (10) 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 BAA and the Agreement.

i. 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.

j. 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.

k. 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.

l. 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

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Date 2/17/2022

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.

m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within ten (10) 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.

n. 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.

- o If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI. A current version of the Covered Entity's Notice of Privacy Practices is attached to the end of this BAA. Any changes in the Covered Entities' website: https://www.dhhs.nh.gov/oos/hipaa/publications.htm

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 General Provisions (P-37 of the Agreement, the

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Contractor Initials _____

2/17/2022

Date _____

Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the BAA. 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, Laws, and Regulatory References. All terms and regulations used herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this BAA to a Section in HIPAA or 42 CFR Part 2, 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 BAA, from time to time as is necessary for Covered Entity and the Business Associate to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, 42 CFR Part 2, 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 and Business Associate to comply with HIPAA and 42 CFR Part 2.

e. Segregation. If any term or condition of this BAA 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 BAA I are declared severable.

f. Survival. Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Business Associate Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of BAA...

Contractor Initials DS CF

Date 2/17/2022

New Hampshire Department of Health and Human Services

Exhibit I – Amendment #1

IN WITNESS WHEREOF, the parties hereto have duly executed this BAA.

Department of Health and Human Services	Headrest Inc
The State	Name of the Contractor
Signed by: Katja S. Fox ED9D05B04C63442...	Cameron Ford 4038B02C250C472...
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Cameron Ford
Name of Authorized Representative	Name of Authorized Representative
Director	Executive Director
Title of Authorized Representative	Title of Authorized Representative
2/17/2022	2/17/2022
Date	Date

Contractor Initials DS CF

Date 2/17/2022

New Hampshire of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

Exhibit L – Amendment #1

Sample

ASAM END USER LICENSE AGREEMENT

This End User License Agreement ("EULA") is made this _____ by the undersigned provider ("ELIGIBLE PROVIDER") with the American Society of Addiction Medicine ("LICENSOR") with offices at 11400 Rockville Pike Suite 200, Rockville, MD 20852 and <PUBLIC ENTITY NAME> ("LICENSEE") with offices at <PUBLIC ENTITY OFFICE LOCATION>. Capitalized terms not defined herein shall have the meanings as set forth in the Agreement.

WHEREAS, LICENSOR and LICENSEE entered into the Public Entity Permission Agreement ("Agreement") on [DATE];

WHEREAS, ELIGIBLE PROVIDER desires to be subject to a non-transferrable sub-licensee to use the WORK pursuant to the terms of the Agreement; and

WHEREAS, ELIGIBLE PROVIDER desires to be subject to the Agreement; and

NOW THEREFORE, in order to be legally bound, and for good and valuable consideration, which is hereby acknowledged, ELIGIBLE PROVIDER elects as follows:

1. ELIGIBLE PROVIDER hereby agrees to participate, comply and be bound by the terms of the Agreement. ELIGIBLE PROVIDER represents that it has reviewed the Agreement attached hereto which is made a part of and incorporated herein.

2. ELIGIBLE PROVIDER shall be permitted to describe, characterize, market, or otherwise communicate their compliance with the ASAM Criteria and delivery of specific ASAM Level(s) of Care to the extent the WORK is incorporated into state laws or policies that ELIGIBLE PROVIDER is subject to. Such communications may use plain-text versions of the ASAM trademark and The ASAM Criteria trademark, but shall not use any logo, seal, or graphic incorporating the ASAM or The ASAM Criteria trademark without separate, direct permission from ASAM. ELIGIBLE PROVIDER shall not be permitted to incorporate ASAM Criteria content in their other business operations, including digital technology and commercial training services, unless they have a separate, direct agreement with ASAM to license the ASAM Criteria.

3. ELIGIBLE PROVIDER agrees that LICENSOR retains the right to review and approve the ELIGIBLE PROVIDER's public communications described in paragraph 2 upon request, such approval not to be unreasonably withheld, and ELIGIBLE PROVIDER agrees to make such public communications only in the form approved by LICENSOR. ELIGIBLE PROVIDER agrees to provide to LICENSOR the means to access any

public communications described in paragraph 2 for the limited purpose of ensuring compliance with this Agreement. LICENSOR agrees to notify ELIGIBLE PROVIDER of any objections to its public communications within thirty (30) business days of LICENSOR's review. If LICENSOR does not approve the public communications subject to paragraph 2, ELIGIBLE PROVIDER may redesign and/or modify them and submit to further review by LICENSOR. In the event that LICENSOR has not approved the public communications within 180 days following the initial review, the LICENSOR may terminate this EULA.

4. LICENSOR shall have the right to immediately terminate this EULA only by providing written notice of such termination to ELIGIBLE PROVIDER in the event that ELIGIBLE PROVIDER fails to abide by any of the terms and conditions of this Agreement, in the event that ELIGIBLE PROVIDER's license, contract, or other arrangement with LICENSEE terminates or expires for any reason, or in the event that ELIGIBLE PROVIDER's continued use of the WORK or operation of the OPERATIONS is reasonably determined by LICENSOR to be materially detrimental to the interests of ASAM and its members. In the event of a termination of this Agreement for any reason, all rights with respect to the WORK shall automatically revert to LICENSOR. Termination of this EULA shall be without prejudice to any rights of either party at law or equity.

5. In the event of a conflict between the terms of any other agreements between LICENSEE agreement and ELIGIBLE PROVIDER and the Agreement, the terms of the Agreement shall control as to ELIGIBLE PROVIDER's, LICENSOR's, and LICENSEE's obligations under the Agreement.

The ELIGIBLE PROVIDER hereby accepts the terms contained herein by signing below.

ELIGIBLE PROVIDER

By: _____

Print Name: _____

Title: _____

Address: _____

Email address: _____

Telephone number: _____

National Provider Identifier: _____

Date: _____

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2/17/2022

Date _____

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State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HEADREST is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 27, 1972. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **61466**

Certificate Number: **0005345860**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 12th day of April A.D. 2021.

William M. Gardner

Secretary of State

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Certificate of Authority # 1 *(Corporation, Non-Profit Corporation)*

Corporate Resolution

I Laura Cousineau, hereby certify that I am duly elected Clerk/Secretary/Officer of Headrest Inc. I hereby certify the following is a true copy of a vote taken at the monthly meeting of the Board of Directors/shareholders, duly called and held on 2/10/2022 at which a quorum of the Directors/shareholders were present and voting or were polled via email as allowed by Headrest bylaws.

> **VOTED:** That Cameron Ford, Executive Director is duly authorized to enter into contracts or agreements on behalf of Headrest inc. with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his judgment be desirable or necessary to effect the purpose of this vote.

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 to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Corporate Resolution. 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: 2/10/2022 **ATTEST**:

Laura K. Cousineau, Secretary

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/8/2021

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Christine Holman	
THE ROWLEY AGENCY INC. A B Gile, a division of P.O. Box 511 Concord NH 03302-0511	PHONE (A/C, No, Ext): (603)224-2562	FAX (A/C, No): (603)224-8012
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Insurance Company	
INSURER B: Eastern Alliance Insurance Co.	10724
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Headrest, Inc.
Headrest, Inc. dba CAIP
14 Church Street
Lebanon NH 03766

COVERAGES **CERTIFICATE NUMBER:** 21-22 All lines $3M **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			PHPK2158369	7/15/2021	7/15/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			PHPK2158365	7/15/2021	7/15/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Hired/borrowed	$ 1,000,000 $ $ $ $
A	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			PHUB731419	7/15/2021	7/15/2022	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N: Y	N/A	excl officers: B of Directors 128046-01 - 3A: NH	7/15/2021	7/15/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500000 $ 500000 $ 500000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
EVIDENCE OF INSURANCE

CERTIFICATE HOLDER

State of NH - Dept of Health
and Human Services
129 Pleasant
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

C Holman, CPCU, CIC/C Christine H Holman

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HEADREST

Mission Statement (updated January 2020)

Headrest supports individuals and their families, friends and neighbors affected by substance use, navigating recovery, or in crisis, by providing effective programs and treatment options that support prevention and long-term recovery.
Headrest will never turn anyone away.

Vision:

We imagine a world where there is no shame in getting the help you need.

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HEADREST, INC.

FINANCIAL STATEMENTS

June 30, 2020 and 2019

DocuSign Envelope ID: 62BCB8E4-2D6F-4EB4-B2CA-1A80A2C3DA76

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ROWLEY & ASSOCIATES P.C.

CERTIFIED PUBLIC ACCOUNTANTS

46 N. STATE STREET

CONCORD, NEW HAMPSHIRE 03301

TELEPHONE (603) 228-5400

FAX # (603) 226-3532

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITORS' REPORT ON THE FINANCIAL STATEMENTS

To the Board of Directors
Headrest, Inc.
Lebanon, New Hampshire

We have audited the accompanying financial statements of Headrest, Inc., which comprises the statement of financial position as of June 30, 2020 and the related statements of activities and changes in net assets, cash flows and functional expenses for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility
Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Opinion
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Headrest, Inc. as of June 30, 2020, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information
We have previously audited Headrest, Inc.'s 2019 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated December 5, 2019. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2019, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Rowley & Associates, PC

Rowley & Associates, P.C.
Concord, New Hampshire
December 16, 2020

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HEADREST, INC
STATEMENT OF FINANCIAL POSITION
June 30, 2020, With Comparative Totals for June 30, 2019
See Independent Auditors' Report

	Net Assets Without Donor Restrictions	Net Assets With Donor Restrictions	2020 Total	2019
ASSETS				
CURRENT ASSETS				
Cash and cash equivalents	$ 468,485	$ -	$ 468,485	$ 6,807
Accounts receivable	110,500	-	110,500	108,999
Grants receivable	-	-	-	20,000
Prepaid expenses	4,800	-	4,800	4,397
TOTAL CURRENT ASSETS	583,785	-	583,785	140,203
FIXED ASSETS				
Land	19,010	-	19,010	19,010
Building and improvements	241,037	-	241,037	241,037
Furnishings and equipment	201,123	-	201,123	182,782
Total Fixed Assets	461,170	-	461,170	442,829
Less accumulated depreciation	(345,474)	-	(345,474)	(328,864)
	115,696	-	115,696	113,965
OTHER ASSETS				
Loan origination fee, net of amortization	374	-	374	500
TOTAL ASSETS	$ 699,855	$ -	$ 699,855	$ 254,668
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Accounts payable	$ 21,765	$ -	$ 21,765	$ 11,621
Accrued expenses	57,905	-	57,905	37,964
Line of credit	-	-	-	35,128
Current portion of long term debt	10,628		10,628	9,996
TOTAL CURRENT LIABILITIES	90,298	-	90,298	94,709
LONG-TERM LIABILITIES				
Long term debt	23,738	-	23,738	35,354
OTHER LIABILITIES				
SBA Payroll Protection Program loan	182,300	-	182,300	-
TOTAL LIABILITIES	296,336	-	296,336	130,063
NET ASSETS				
Net assets without donor restriction	403,519	-	403,519	88,199
Net assets with donor restriction	-	-	-	36,406
TOTAL NET ASSETS	403,519	-	403,519	124,605
TOTAL LIABILITIES AND NET ASSETS	$ 699,855	$ -	$ 699,855	$ 254,668

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HEADREST, INC
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
For The Year Ended June 30, 2020
With Comparative Totals for the Year Ended June 30, 2019
See Independent Auditors' Report

	Net Assets Without Donor Restrictions	Net Assets With Donor Restrictions	2020 Total	2019
SUPPORT AND REVENUE				
State contracts	$ 536,315	$ -	$ 536,315	$ 484,813
Local government grants	123,510	-	123,510	98,074
Contributions	157,492	-	157,492	168,023
Service fees	658,399	-	658,399	295,582
Other grants	282,057	-	282,057	248,963
Interest	226	-	226	46
TOTAL SUPPORT AND REVENUE	1,757,999	-	1,757,999	1,295,501
Net assets released from donor imposed restrictions	36,406	(36,406)	-	-
EXPENSES				
Program services	1,264,857	-	1,264,857	1,060,046
Management and general	176,965	-	176,965	157,637
Fundraising	37,263	-	37,263	27,470
	1,479,085	-	1,479,085	1,245,153
Increase (decrease) in net assets	315,320	(36,406)	278,914	50,348
Net Assets, Beginning of year	88,199	36,406	124,605	74,257
Net assets, End of year	$ 403,519	$ -	$ 403,519	$ 124,605

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HEADREST, INC
STATEMENTS OF CASH FLOWS
For The Years Ended June 30, 2020 and 2019
See Independent Auditors' Report

	2020	2019
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in Net Assets	$ 278,914	$ 50,348
Adjustments to reconcile increase (decrease) in net assets to net cash provided by operating activities:		
Depreciation	16,736	13,758
(Increase) in Operating Assets		
Accounts receivable	(1,501)	(32,441)
Grants receivable	20,000	(20,000)
Prepaid expenses	(403)	(319)
(Decrease) increase In Operating Liabilities		
Accounts payable	10,144	8,547
Accrued expenses	19,941	10,949
Line of credit	(35,128)	(24,872)
NET CASH PROVIDED BY OPERATING ACTIVITIES	308,703	5,970
CASH FLOW FROM INVESTING ACTIVITIES		
Purchase of vehicle and equipment	(18,341)	(36,865)
CASH FLOW FROM FINANCING ACTIVITIES		
Net Proceeds, Payroll Protection Plan	182,300	-
Repayments of long term notes payable	(10,984)	(9,678)
NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES	171,316	(9,678)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	461,678	(40,573)
Cash and cash equivalents, beginning of year	6,807	47,380
Cash and cash equivalents, end of year	$ 468,485	$ 6,807
SUPPLEMENTAL SCHEDULE OF CASH FLOW		
Cash paid for interest	$ 3,722	$ 3,809

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HEADREST, INC
STATEMENT OF FUNCTIONAL EXPENSES
For The Year Ended June 30, 2020
With Comparative Totals for the Year Ended June 30, 2019
See Independent Auditors' Report

	Program Services			Management		2020	2019
	Outpatient	CMRD	Total	& General	Fundraising	Total	Total
Payroll	$ 660,950	$ 220,317	$ 881,267	$ 76,632	$ 24,562	$ 982,461	$ 816,824
Payroll taxes	52,554	17,518	70,072	6,093	1,953	78,118	62,527
Fringe benefits	77,340	25,780	103,120	8,967	2,874	114,961	89,160
Professional fees	-	-	-	30,432	-	30,432	15,665
Telephone and internet	1,558	637	2,195	1,469	-	3,664	3,229
Printing	-	-	-	3,085	1,851	4,936	3,567
Depreciation	9,863	4,028	13,891	2,845	-	16,736	13,758
Rent	25,618	10,464	36,082	7,390	-	43,472	37,200
Utilities	17,218	7,032	24,250	4,967	-	29,217	22,095
Billing Services	43,373	-	43,373	-	-	43,373	42,154
Repairs and maintenance	15,060	6,151	21,211	4,345	-	25,556	19,188
Supplies	6,714	2,743	9,457	6,626	-	16,083	11,904
Vehicle expense	3,666	1,498	5,164	3,315	-	8,479	11,695
Interest	2,196	897	3,093	629	-	3,722	3,809
Insurance	19,068	7,789	26,857	2,335	749	29,941	33,271
Bookkeeping	-	-	-	-	-	-	17,400
Food	-	18,266	18,266	-	-	18,266	16,860
Professional development	2,060	841	2,901	5,114	-	8,015	6,607
Membership dues and fees	-	-	-	9,129	-	9,129	8,433
Laundry	-	2,270	2,270	-	-	2,270	2,262
Miscellaneous	-	1,388	1,388	-	5,274	6,662	3,254
Website & Marketing	-	-	-	3,592	-	3,592	4,291
TOTAL EXPENSES	$ 937,238	$ 327,619	$ 1,264,857	$ 176,965	$ 37,263	$ 1,479,085	######

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NOTE 1 NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

Headrest, Inc. ("Headrest") is a New Hampshire nonprofit corporation that provides information and referral, crisis intervention and other related services through the uses of a telephone hotline and office visitations. Headrest also provides outpatient counseling, residential treatment, and information to the community relating to drugs and alcohol. The organization's primary source of income is from state contracts, service fees, grants, and donations.

Significant Accounting Policies

The summary of significant accounting policies of the Organization is presented to assist in understanding the Organization's financial statements. The financial statements and notes are representations of the Organization's management who is responsible for their integrity and objectivity. These accounting policies conform to U.S. generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

Basis of Presentation

The Organization maintains its accounting records on the accrual basis of accounting whereby revenues are recorded when earned and expenses are recorded when the obligation is incurred. The Organization reports information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

Net Assets without Donor Restrictions – These net assets generally result from revenues generated by receiving contributions that have no donor restrictions, providing services, and receiving interest from operating investments, less expenses incurred in providing program-related services, raising contributions, and performing administrative functions.

Net Assets with Donor Restrictions – These net assets result from gifts of cash and other assets that are received with donor stipulations that limit the use of the donated assets, either temporarily or permanently, until the donor restriction expires, that is until the stipulated time restriction ends or the purpose of the restriction is accomplished, the net assets are restricted.

Comparative Financial Information

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2019, from which the summarized information was derived.

NOTE 1 NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES (continued)

Property and Equipment

All acquisitions of property and equipment in excess of $1,000 and all expenditures for repairs, maintenance, renewals, and betterments that materially prolong the useful lives of assets are capitalized. Property and equipment are carried at cost or, if donated, at the approximate fair value at the date of donation. Depreciation is computed using primarily the straight-line method. Depreciation Expense was $16,736 and $13,758 for the years ended June 30, 2020 and 2019, respectively.

Income taxes

The Organization has been notified by the Internal Revenue Service that it is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. The Organization is further classified as an organization that is not a private foundation under Section 509(a)(3) of the Code. The most significant tax positions of the Organization are its assertion that it is exempt from income taxes and its determination of whether any amounts are subject to unrelated business tax (UBIT). The Organization follows the guidance of Accounting Standards Codification (ASC) 740, Accounting for Income Taxes, related to uncertain income taxes, which prescribes a threshold of more likely than not for recognition and recognition of tax positions taken or expected to be taken in a tax return. All significant tax positions have been considered by management. It has been determined that it is more likely than not that all tax positions would be sustained upon examination by taxing authorities. Accordingly, no provision for income taxes has been recorded.

Grants Receivable and Recognition of Donor Restricted Contributions

Contributions are recognized when the donor makes an unconditional promise to give to the Organization. Contributions that are restricted by the donor are reported as increases in net assets without donor restriction if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in net assets with donor restriction. When a restriction expires, net assets with donor restriction are reclassified to net assets without donor restriction. Contributions of long-lived assets are considered without donor restriction unless the donor specifies a time-restriction.

The Organization provides for losses on grants and accounts receivable using the allowance method. The allowance is based on experience, third-party contracts, and other circumstances, which may affect the ability of donors to meet their obligations. Receivables are considered impaired if full principal payments are not received in accordance with the contractual terms. It is the Organization's policy to charge off uncollectible grants and accounts receivable when management determines the receivable will not be collected. There were no balances in the allowance account related to accounts receivable as of June 30, 2020 and 2019 because all amounts were deemed collectable.

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NOTE 1 NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES (continued)

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Organization considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents. For the years ended June 30, 2020 and 2019 the Organization had no cash equivalents.

Public Support and Revenue

All contributions are considered to be without donor restriction use unless specifically restricted by the donor.

Functional Expenses

Functional and administrative expenses have been allocated among program services based on an analysis of personnel time and space utilized for the related activities.

Cost Allocation

Certain categories of expenses are attributable to more than one program or supporting function and are allocated on a reasonable basis that is consistently applied. The expenses that are allocated are payroll, payroll taxes, and fringe benefits which are allocated on the basis of estimates of time and effort; rent, depreciation, utilities, and maintenance and repairs which are allocated on the basis of space utilized for the related activities.

Compensated Absences

Employees of Headrest are entitled to earned benefit time (EBT) depending on job classification, length of service and other factors. The accrued expense for EBT for the fiscal years ended June 30, 2020 and 2019 were $24,485 and $19,546 respectively.

Allowance for Doubtful Accounts

The contracts receivable allowance for doubtful accounts is based upon management's assessment of the credit history with agencies, organizations and individuals having outstanding balances and current relationships with them. There was no balance in the allowance for doubtful accounts as of June 30, 2020 and 2019.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles require management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

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NOTE 1 NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES (continued)

Concentration of Risk

The Organization maintains cash balances in several accounts at local banks. These accounts are insured by the Federal Deposit Insurance Corporation up to $250,000. At various times throughout the year, the Organization may have cash balances at the financial institution that exceeds the insured amount. Management does not believe this concentration of cash results in a high level of risk for the Organization. At June 30, 2020 and 2019, the Organization had $218,485 and $0 in uninsured cash balances, respectively.

Financial Instruments

The carrying value of cash and cash equivalents, accounts receivable, grants receivable, prepaid expenses, accounts payable and accrued expenses are stated at carrying cost at June 30, 2020 and 2019, which approximates fair value due to the relatively short maturity of these instruments.

New Accounting Pronouncement

During the year ended June 30, 2019, the Organization adopted the requirements of the Financial Accounting Standards Board's Accounting Standards Update No. 2016- 14—Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities (ASU 2016- 14). This Update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return between not-for-profit entities. A key change required by ASU 2016-14 is the net asset classes used in these financial statements. Amounts previously reported as unrestricted net assets are now reported as net assets without donor restrictions and amounts previously reported as temporarily restricted net assets and permanently restricted net assets are now reported as net assets with donor restrictions.

The accompanying information from the 2018 financial statements has been restated to conform to the 2019 presentation and disclosure requirements of ASU 2016-14.

Reclassifications

Certain financial statement and note information from the prior year financial statements has been reclassified to conform with current year presentation format.

Subsequent Event

Management has evaluated subsequent events through December 23, 2020, the date on which the financial statements were available to be issued to determine if any are of such significance to require disclosure. There were no events matching this criterion during this period.

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NOTE 2 ECONOMIC DEPENDENCY

A substantial portion of Headrest's revenue comes from the Department of Health and Human Services of the State of New Hampshire. For the years ended June 30, 2020 and 2019 revenue from the contract was approximately 30% and 40%, respectively of total revenue.

NOTE 3 LINE OF CREDIT

The Organization has a $75,000 line of credit with a local bank through January, 2021, collateralized by all assets, with interest at Wall Street Journal prime. Interest was 4.25% as of June 30, 2020. The outstanding balance was $0 and $35,128 as of June 30, 2020 and 2019, respectively.

NOTE 4 NOTES PAYABLE AND LONG-TERM DEBT

Notes payable and long-term debt consisted of the following as of:

	June 2020	June 2019
Mortgage note payable with bank with interest at 4.5% dated July 31, 2003 and due July 15, 2023 with monthly installments of principal and interest of $996.45, secured by all assets of the organization.	$ 34,366	$ 45,350
Less current maturities	10,628	9,996
Long term debt, less current maturity	$ 23,738	$ 35,354

Scheduled principal repayments on long term debt for the next four years and thereafter follows:

Year Ending June 30	
2021	$ 10,628
2022	11,117
2023	11,627
2024	994
Total	$ 34,366

NOTE 5 OPERATING LEASES

The Organization entered a five-year and three-month lease beginning February 2018 and expiring April 2023 for office space. Rent expense related to this lease was $41,072 and $37,200 for the years ended June 30, 2020 and 2019, respectively. Future minimum rent related to this lease as of June 30 is:

2021:	$ 45,234
2022:	47,040
2023:	40,500
	$132,774

NOTE 6 FAIR VALUE MEASUREMENTS

In accordance with FASB ASC 820, *Fair Value Measurements and Disclosures*, the Organization is required to disclose certain information about its financial assets and liabilities. Fair values of assets measured on a recurring basis at June 30 were as follows:

	Fair Value	Significant other Observable Inputs (Level 2)
2020		
Accounts receivable	$ 110,500	$ 110,500
2019		
Accounts receivable	$ 108,999	$ 108,999
Grants receivable	20,000	20,000
Total	$ 128,999	$ 128,999

The fair market value of accounts and grants receivable are estimated at the present value of expected future cash flows.

NOTE 7 BOARD DESIGNATED NET ASSETS

The Organization had board designated net assets in a reserve bank account of $0 and $2,632 as of June 30, 2020 and 2019, respectively.

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NOTE 8 NET ASSETS WITH DONOR RESTRICTIONS

Net assets subject to expenditure for specific purpose as of June 30:

	2020	2019
Staff Referral Bonuses	$ -	$ 2,750
Retention Bonuses	-	4,806
HR Recruitment Strategy	-	4,000
Supervision Capacity Support	-	4,850
Couch Family Foundation Grant	-	20,000
Total Net Assets with Donor Restrictions	$ -	$ 36,406

NOTE 9 LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

The Organization has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due. The Organization's primary sources of support are contributions, state contracts and grants. Most of that support is held for the purpose of supporting the Organization's budget. The Organization has the following financial assets that could readily be made available within one year to fund expenses without limitations:

	2020	2019
Cash and cash equivalents	$ 468,485	$ 6,807
Accounts receivable	110,500	108,999
Grants receivable	-	20,000
	578,985	135,806
Less amounts required to be held for donor restriction	-	36,406
	$ 578,985	$ 99,400

NOTE 10. SBA PAYROLL PROTECTION PROGRAM LOAN

On April 16, 2020 the Organization received approval of a loan from The U.S. Small Business Administration as part of the Paycheck Protection Program in the amount of $182,300. This loan calls for interest fixed at 1%. No payments are required for six months from the date of the loan. This note will mature two years from the date of first disbursement of the loan. It is likely that this loan will be forgiven under the provisions of Section 1106 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (P.L. 116-136). On December 3, 2020 the Organization's request was submitted for full forgiveness to the SBA.

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Draft of Board member contact information (CONFIDENTIAL) [July 1, 2020]

Laura Cousineau

Nominating cte. Chair
Development cte.
Governance cte.

Andy Daubenspeck

Board Secretary*
Governance cte. chair
Personnel cte.

Perry Eaton

Board Treasurer*
Finance cte chair
IT cte. chair

Karl Ebbighausen

Nominating cte.

John Ferney

Executive cte. Member-at-large
Personnel cte. Chair
Finance cte.
Governance cte

Laurie Harding

Past president*
Nominating cte.
Development cte.

Angie Leduc

Vice-chair
Governance cte.
Nominating cte.

Jay Leiter

Development cte.

David McGaw

Nominating cte.

Matt McKenney

Board Chair
Ex officio on all ctes.

Kathie Nolet

Personnel

Carol Olwert

Development cte. chair
Finance cte.

John Vansant

Facilities cte. Chair

Joan Vogel

Personnel cte.

Brandon Koone

Facilities cte.
M&A ad-hoc cte.

Alison Underwood

Development cte.

Cameron Ford, Exec. Director

Executive Director

*Executive cte.

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ALBERT CARBONNEAU

EXPERIENCE

FEBRUARY 2020 – PRESENT
HEADREST
HOTLINE MANAGER
PARTICIPATE IN INTERVIEWING AND HIRING APPROPRIATE HOTLINE COUNSELORS, TRAIN NEW HOTLINE STAFF, PROVIDE STAFF EVALUATIONS, MANAGE SCHEDULE, REVIEW CALL LOGS AND PROVIDE FEEDBACK, MANAGE ICARROL DATABASE, PROVIDE REPORTS AS NECESSARY, FACILITATE MONTHLY STAFF MEETINGS, PARTICIPATE IN MANAGEMENT MEETINGS, PROVIDE ON-CALL SUPPORT, WORK WITHIN ASSIGNED HOTLINE BUDGET, OUTREACH INTO THE HOTLINE CATCHMENT AREA

JUNE 2010 – PRESENT
UPPER VALLEY HAVEN
SHELTER STAFF, SHELTER TEAM LEADER, PROGRAM ASSOCIATE/ RECOVERY SUPPORT
Tasks included working on meeting shelter guest's day to day needs. Doing house laundry, making meals when necessary. Keeping notes, entering data, sorting mail, providing transportation when necessary. Attending shelter staff meetings.
Oversee Family and Adult Shelters. Assist Shelter staff with their jobs. Maintain shelter staff schedule. Fill in shifts when necessary. Facilitate shelter staff meetings. Submitting supply orders. Oversaw operation of Seasonal Shelter. Transport and advocate for guests, help in food shelf, deliver food to outside programs. Support guests struggling with recovery.

JUNE 2002 - MARCH 2014, MAY 2016 – PRESENT
HEADREST
RESIDENTIAL MANAGER, RECOVERY ASSISTANT, HOTLINE COUNSELOR
Oversee Residential program. Facilitate groups, transport clients, observe medications. One on One counseling. Oversee staff. Maintain schedule. Minor maintenance repairs. Write daily notes for individual as well as group. Enter data into multiple databases. Answer calls on the National Suicide Prevention Hotline, make appropriate referrals, Notify and work with 911 for emergency interventions as needed.

EDUCATION

JUNE 1981

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JONOTHAN LAW HIGH SCHOOL

SKILLS

- Great working with people. Have a calm demeanor. Knowledgeable about homelessness.
- Reliable, dependable, hardworking, punctual, organized.

ACTIVITIES

Trainings include: Motivational Interviewing, CBT, DBT, Recovery Coach, Ethics, Trauma informed practices, Bridges out of Poverty, 12 Core Functions, MAT, De-escalation techniques, Relapse prevention. Trained on HMIS Service Point, NH WITS programs, ICarroll

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Cameron Ford

EDUCATION

B.S. degree, Organizational Management, Daniel Webster College, Nashua, NH
Certificate, Human Services, NH Technical College, Manchester, NH

PROFESSIONAL EXPERIENCE

April 2017- Present
Executive Director, Headrest Inc.
Headrest is a non-profit community organization focusing on addiction and crisis assistance since 1971. Services include 24 hour Hotline, Outpatient Counseling, a Transitional Living program, and Outreach and Community Education.

I provide leadership and direction as the senior executive to the organization. Responsible for monitoring the quality and effectiveness of the agency programs and services, and provide effective leadership in the operations of the organization. Serve as a liaison for the agency within the community. Responsible for the overall financial health of the organization. Maintain oversight and compliance with state, federal and grant funding. Collaborate with other agencies to provide efficient services.
August 2015 to Present-
Founder, CEO Iron Heart Gateways to Success
Iron Heart is a non-profit dedicated to helping Veterans and people facing barriers to employment find and maintain living wage jobs with sustainability opportunities. As co-founder of this organization, I am committed to every individual that comes through the door to help them make life changing choices regarding employment, financial literacy and education.

February 2014 to June 2015-
Executive Director, Granite Pathways
Granite Pathways is a peer-support, self-help community that provides hope and dignity to adults with mental illness. The mission of Granite Pathways is to empower and support adults with mental illness to pursue their personal goals through education, employment, stable housing, rewarding achievements, and meaningful relationships. It does that by following the certification standards of the International Center for Clubhouse Development (ICCD,), which define an evidence-based model of rehabilitation that achieves superior employment and recovery outcomes.

- *Responsible for the overall management of the organization including staff development, strategic planning, fiscal management, and growth.*
- *Maintain stakeholder relationships, Establish, developed, and maintained collaborative relationships with foundations and funding sources*
- *Increased membership at the clubhouse by 40%*
- *Increased number of employed members by 60%*

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- *Completed training at an ICCD certified training Center (Genesis, Worcester Mass.)*

February 2004 to March 2013-
Executive Director, MY TURN Inc.
The MY TURN program provides services to approximately 800 students per year through both in school and out of school programs. The programs provide educational advancement opportunities, dropout prevention, and include services such as community service learning, tutoring and study skills, employment skills training, mentoring, college preparation, leadership, and guidance and counseling. The majority of funding for the organization is through WIA funds in partnership with local workforce boards. My position initially covered the NH region until I was promoted in 2011 to manage the entire organization.

- *Administered and oversaw the growth and fiscal management and operations of the MYTURN Organization in New Hampshire and Massachusetts. Responsibilities included Board Development, Strategic planning, fundraising and program development. Position reported to the CEO.*
- *Established, developed, and maintained collaborative relationships with foundations, workforce boards and funding sources, and high demand labor market industries.*
- *Successfully expanded the marketing of the program to and created partnerships with schools, community colleges, Chambers of Commerce, local civic organizations, state vision teams and economic development groups.*
- *Explored and developed sustainable avenues for funding and for the growth and continuous improvement of the MY TURN programs through financial collaborations with schools and higher education entities, grant writing, and responding to RFP's*
- *Managed and motivated 18-20 staff throughout the region including all aspects of human resources.*
- *Responsible for Regional Board Development, Strategic planning, fundraising and program development. Position reports to the CEO.*

Oct 1994-April 2004-
Work Opportunities Unlimited Inc., Director of Youth Development

- *Oversaw the operation of the Youth Career Program for adjudicated youth that included peer and family groups, career focused jobs for youth, adventure-based activities such as hikes, camping trips, deep-sea fishing, and experiential based group activities. This program was highly regarded in New England as an alternative to placement for adjudicated youth. During my leadership, this program averaged a 9% recidivism rate.*
- *Created and established new state marketing to funding sources and industry, development and implementation of the Youth Career Program that assisted adjudicated and at risk youth in Workforce Development and youth development activities. Trained new directors and staff. Contributed to the strategic plan*

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process for growth of the youth programs within the organization and developed strategies for expansion into new states. During my leadership, this program received recognition as a Promising Effective Practices Program from the National Youth Employment Coalition in Washington DC

- *Responsible for the management of five offices in N.H. and the supervision of as many as 18 staff. Directly involved in hiring of staff, training and support, and program growth. Developed and consistently exceeded yearly program recruiting, operational and financial goals through a strategic planning process.*

March 1991-Oct 1994-
Work Opportunities Unlimited Inc. Concord N.H Employment Representative

- *Responsible for job development activities for youth and adults with disabilities. Worked with Counselors from Vocational Rehabilitation, Area Agencies and local schools. Carried a caseload of 45 clients that included adults and youth from schools and the Youth Development Center. Maintained an 80% success rate for placements.*

Volunteer Associations-

- *Co-Chair, Manchester Continuum of Care*
- *Past Board Chair, Girls at Work, Non-Profit Organization that engages girls in non-traditional work experiences, with emphasis on the construction field*
- *Queen City Rotary Club*
- *Board of Directors, Helping Hands, Manchester NH*

Achievements/Awards-

- *St. Anselm College Presidents' Community Partner Award*
- *"Entrepreneurship101Award" National Consortium for Entrepreneurship Education*
- *National Youth Employment Coalition's New Leaders Academy Class of 2000.*

Certifications-

- *National Foundation for Teaching Entrepreneurship*
- *CESP, Nationally Certified Supported Employment Support Professional*
- *Clubhouse Administrative Training Certification. 2015, Genesis, Worcester Mass.*

References- *Available upon request*

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Chelsea Simpson

SUMMARY

Highly organized individual with a Bachelor's Degree in Accounting & Finance and over 4 years professional experience. Cosmetologist and previous restaurant manager with excellent customer service and communication skills. Highly proficient in QuickBooks Desktop, Certified QuickBooks Online ProAdvisor, and highly proficient in Microsoft Word, Excel and PowerPoint.

OBJECTIVES

To advance my professional career to the next level. I aspire to be not only a great worker, but also a great leader.

EDUCATION

Southern New Hampshire University

Manchester, New Hampshire

Bachelor of Science, Accounting & Finance

Graduated May of 2020

Magna Cum Laude

New England School of Hair Design

West Lebanon, New Hampshire

Cosmetology

Graduated April 2014

EMPLOYMENT HISTORY

Headrest, Inc

14 Church Street
Lebanon, NH 03766

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Assistant Director

July 2019-Present

Solely responsible for managing and completing all duties around accounting, payroll, and human resources. Complete internal audits to ensure insurance is being billed properly. Assist with grant reporting, completing yearly audit, and striving to ensure the organization is maintaining a positive financial position.

OneSource Financial Group

P.O Box 1478

White River Junction, VT 05001

Accounting & Payroll Specialist

October 2016-June 2019

The primary bookkeeper and sole payroll processor. Also completed IRS tax returns for both individuals and businesses, as well as "front desk" administrative duties.

Lake Sunapee Bank

106 Hanover Street

Lebanon, NH 03766

Teller II/Customer Service Representative

Promoted to CSR after only 9 months of employment. Responsible for basic teller duties along with account opening, fraud reports, and ordering money.

Subway

1 Glen Road

West Lebanon, New Hampshire 03784

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Manager

October 2010-October 2014

Responsibilities included weekly inventorying, scheduling, banking, food ordering, employing, terminating, and handling customer complaints.

QUALIFICATION & CERTIFICATION

National Society of Collegiate Scholars

September 2016

Inducted into the society for maintaining an excellent GPA throughout the completion of my Bachelor's Degree

Nuts and Bolts

April 2014

An award given to those who successfully complete the Nuts and Bolts Program, which focuses on working with the public and how to succeed in the work field.

Business Award

June 2012

Mascoma Valley Regional High School

For successfully completely four years of business and accounting courses in high school with outstanding grades.

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Lara Kristen Quillia

Education

Hartford High School (HHS), Hartford, Vermont **June 2007**
Honors and Awards: The National Honor Society, (Secretary 2005-2007)
Service Above Self Award (for dedication to the act of volunteering)
Outstanding Youth Award (for excellence in Scholarship, Sportsmanship, and Citizenship)

University of Vermont (UVM), Burlington, Vermont **May 2011**
Bachelor of Science Degree in the College of Education and Social Services
Major: Social Work
Honors and Awards: University of Vermont Dean's List, The National Society of Collegiate Scholars and Phi Alpha Honor Society (for excellence in academic performance in social work)

Karl-Franzens Universitat Graz, Graz, Austria **2/2010 – 7/2010**
Whilst attending UVM I spent a semester abroad focusing on cultural studies and learning German at an intermediate level. In addition to my studies I was able to fulfill an ambition of mine to expand my knowledge of the world and foreign cultures by extensively traveling throughout Europe and Northern Africa.

Social Work Experience

State of Vermont Economic Services (formerly PATH) **11/2003 – 12/2006**
For three years was the HHS chief coordinator and in-service representative for the local community Christmas Project, a program that connected over 50 children in need from the local community with both the high school and middle school classrooms, sponsors, and donors. I was responsible for cost-effectively handling the contributed funds/donations and providing the children with presents and/or winter clothing during the holiday season.

New Sudan Education Initiative (NESEI) **3/2009 – 4/2009**
Created a new training manual for future volunteers to help them learn about the NESEI organization; as well as what their time in Africa would be like, how it might feel to return to their home countries after their experience, and things they could do to prepare for their experience.

Career Connections **9/2010 – 5/2011**
As part of my senior curriculum I worked as an employment counselor intern assisting adults with serious and persistent mental illness in identifying and accomplishing their education or employment goals. Furthermore, I co-facilitated an eight-week group on stress management and calming techniques.

Work Experience

Headrest – Lebanon, NH **8/2016 – Present**
Residential Program Coordinator – In collaboration with other program staff and clients, ensure the safety of residents living at Headrest. Support residents in recovery from substance use disorder to complete their treatment goals and achieve successful re-entry into the community.

Murphy's on the Green – Hanover, NH **5/2012 – 10/2016**
Server/Bartender – Implement efficient time management and organizational skills while engaging in inter-personal communication with diverse clientele. Assisting in the management of staff and coordination of logistics during shift, monitoring of customers, and training and supervising new staff.

Market Table– Hanover, NH **9/2011 – 5/2012**
Server – Anticipated and responded promptly to the desires of patrons, while contributing to the overall efficiency and friendly atmosphere of the restaurant.

References Available Upon Request

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CHERYL A. WILKIE, PSY.D., MLADC

EMPLOYMENT HISTORY

Headrest
Interim Clinical Director **October 15, 2020 to present**
Oversee the clinical operations of the organization including Residential,Ooutpatient, Intensive Outpatient including the Vocational Program.

Easter Seals of NH-Farnum Center
Chief Operating Officer **2008-2020**
Clinically supervised all staff working towards their LADC. Oversaw the day to day clinical operations of Cognitive Behavioral Therapy and Health Realization for all buildings. Orchestrated the development of Mission Statement and values as well as detailed action plans. Oversaw all contracts and ensured contractual obligations were being met by all contracting parties. Worked collaboratively with all insurance companies for the best outcome of the clients and the insurance companies. Redefined the organizational structure and culture. Built in programming for staff which resulted in higher production and happier employees. Ran successful day to day operations of a 120-bed facility. Fiscal responsibility for a 15-20-million-dollar budget. Merged two companies and opened five new buildings/programs during my tenure. CARF Accredited all the Farnum Center Programs. Worked across the aisle to create legislation for alcohol and drug treatment facilities at NH State House.

Southern New Hampshire Services
Pre-Placement Program, Manchester NH **2003- 2008**
Director to community based alternative sentencing program for adult offenders in the criminal justice system. Supervise all staff. Administration of all Community Corrections Programs. Provide individual and group counseling to clients waiting to get into an intensive outpatient program or residential program. Provide ongoing treatment for appropriate clients. Make recommendations to Superior and District Courts regarding offender's treatment and sentencing.

Merrimack County Attorney's Office, Concord, NH **1998-2003**
Clinical Director and Licensed Drug and Alcohol Counselor (LADC) providing chemical dependency evaluations to clients involved in the criminal justice system and Pre-Trial Services, Diversion and FAST programs. Make recommendations to the Superior and District Courts regarding offender's treatment and sentencing. Provide training to all staff involving drug and alcohol issues and mental health issues.

Southern New Hampshire Services
Manchester Academy Program, Manchester NH **1998-2003**
Director to community based alternative sentencing program for adult offenders Provide substance abuse evaluations to the court system. Supervision of all staff. Make recommendations to Superior and District Courts regarding offender's treatment and sentencing.

Odyssey Family Center, Canterbury, NH **1994-1998**
Supervisor at a long-term drug and alcohol treatment program. Supervised direct care staff. Provided drug and alcohol treatment services, individual and group counseling. Provided intake evaluations and therapeutic services in addition to case load management. Coordinated outreach screening and continuing care services for clients and their children. Maintained administrative and fiscal records.

N.H. Department of Corrections, Probation/Parole **1991-1992**
Set up and facilitated counseling support groups for women being paroled into society. Dealt with drug and alcohol issues, parenting issues, financial considerations, domestic violence and sexual abuse. Made referrals to diverse support groups and worked with women in developing strategies for staying out of the criminal justice systems.

N.H. State Prison for Women, Goffstown, N.H. **1987-1993**

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Drug and alcohol counselor, providing individual counseling and group therapy. Performed crisis intervention within the prison system. Provided transitional support for inmates.

EDUCATION

PsyD. In Forensic Psychology, Eisner Institute June 2009
Masters Degree in Psychology, Springfield College, 1998
Masters Degree in Human Service Administration, Springfield College, 1998
Bachelor of Science Degree in Criminal Justice, Springfield College, 1994

LICENSES & CERTIFICATES

Masters Licensed Alcohol and Drug Counselor (MLADC), license #0398, expiration 2/22

AWARDS

NH Business Review Granite States 200 Most influential Leaders 2020
NH Business Award for Excellence in Healthcare-2019
Elliot Priest Award- outstanding work in the treatment community- 2018
Tox Fox Award from New Futures-2016
NH Magazine- Leader in Entrepreneurship-2015

Program Key Staff List

New Hampshire Department of Health and Human Services

COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR

Proposal Agency Name: Headrest, Inc

Program: Residential

A	B	C	D	E	F	G	H
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week dedicated to this program	Amnt Funded by this program for Budget Period	Total Salary for Budget Period	% of Salary Funded by this program	Site*
Executive Director	Cameron Ford	47.7	3	$1,860	$12,402	15%	141 Mascoma Street
Clinical Director	Cheryl Wilkie	47.7	3	$1,860	$12,402	15%	141 Mascoma Street
Residential Manager	Lara Quillia	33.95	6	$2,648	$17,654	15%	14 Church Street

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

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

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

September 15, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into contracts with the Contractors listed below in an amount not to exceed $11,475,254 for Substance Use Disorder Treatment and Recovery Support Services, with the option to renew for up to four (4) additional years, effective upon Governor and Council approval through September 29, 2023. 66.56% Federal Funds. 14.00% General Funds. 19.44% Other Funds (Governor's Commission).

Contractor Name	Vendor Code	Area Served	Contract Amount
Belonging Medical Group, PLLC	334662-B001	Statewide	$562,794
Bridge Street Recovery, LLC	341988-B001	Statewide	$1,261,744
The Cheshire Medical Center	155405-B001	Statewide	$413,728
Dismas Home of New Hampshire, Inc.	290061-B001	Statewide	$651,316
FIT/NHNH, Inc.	157730-B001	Statewide	$2,216,432
Grafton County New Hampshire	177397-B003	Statewide	$464,325
Headrest	175226-B001	Statewide	$527,907
Hope on Haven Hill, Inc.	275119-B001	Statewide	$781,009
Manchester Alcoholism Rehabilitation Center	177204-B001	Statewide	$3,801,533
South Eastern New Hampshire Alcohol and Drug Abuse Services	155292-B001	Statewide	$794,466
		Total:	**$11,475,254**

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Funds are available in the following accounts for State Fiscal Years 2022 and 2023, and are anticipated to be available in State Fiscal Year 2024, 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.

See attached fiscal details.

EXPLANATION

The purpose of this request is to provide Substance Use Disorder Treatment and Recovery Supports Services statewide to New Hampshire residents who have income below 400% of the Federal Poverty Level, and are uninsured or underinsured.

The Contractors will provide statewide access to an array of treatment services, including individual and group outpatient services; intensive outpatient services; partial hospitalization; ambulatory withdrawal management services; transitional living services; high and low intensity residential treatment services; specialty residential services; and integrated medication assisted treatment. The Contractors will ensure individuals with a substance use disorder receive the appropriate type of treatment and have access to continued and expanded levels of care, which will increase the ability of individuals to achieve and maintain recovery. The Contractors will also assist eligible individuals with enrolling in Medicaid while receiving treatment, and the Department will serve as the payer of last resort.

Approximately 7,000 individuals will receive services over the next two years.

The Department will monitor services through monthly, quarterly, and annual reporting to ensure the Contractors:

- Provide services that reduce the negative impacts of substance misuse.
- Make continuing care, transfer and discharge decisions based on American Society of Addiction Medicine (ASAM) criteria.
- Treat individuals using Evidence Based Practices and follow best practices.
- Achieve initiation, engagement, and retention goals as required by the Department.

The Department selected the Contractors through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from July 20, 2021 through August 19, 2021. The Department received twelve (12) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached. This request represents ten (10) of twelve (12) contracts for Substance Use Disorder Treatment and Recovery Supports Services. The Department anticipates presenting two (2) additional contracts at a future Governor and Executive Council meeting for approval.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions of the attached agreements, the parties have the option to extend the agreements 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, individuals in need of Substance Use Disorder Treatment and Recovery Supports Services may not receive the treatment, tools, and education required to enhance and sustain recovery that, in some cases, prevents untimely deaths.

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Source of Federal Funds: Substance Abuse Prevention and Treatment Block Grant, CFDA 93.959 FAIN TI083464 and State Opioid Response Grant, CFDA # 93.788, FAIN TI083326.

In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

DocuSigned by:
Lori A. Weaver
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Lori A. Shibinette
Commissioner

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05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Belonging Medical Group 334662-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$69,199
2023	102-500731	Contracts for Prog Svc	$89,961
2024	102-500731	Contracts for Prog Svc	$21,261
Sub-total			$180,421

Bridge Street Recovery, LLC 341988-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$136,979
2023	102-500731	Contracts for Prog Svc	$188,928
2024	102-500731	Contracts for Prog Svc	$40,498
Sub-total			$366,405

Center/Dartmouth Hitchcock Keene 155405-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$60,015
2023	102-500731	Contracts for Prog Svc	$59,496
2024	102-500731	Contracts for Prog Svc	$13,122
Sub-total			$132,633

CC of Nashua/Greater Nashua Mental Health | 154112-B001 | PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$0
2023	102-500731	Contracts for Prog Svc	$0
2024	102-500731	Contracts for Prog Svc	$0
Sub-total			$0

Dismas Home | 290061-B001 | PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$43,044
2023	102-500731	Contracts for Prog Svc	$62,909
2024	102-500731	Contracts for Prog Svc	$13,981
Sub-total			$119,934

Families in Transition | 157730-B001 | PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$196,022
2023	102-500731	Contracts for Prog Svc	$271,691
2024	102-500731	Contracts for Prog Svc	$58,106
Sub-total			$525,818

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Grafton Cty 177397-B003 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$64,632
2023	102-500731	Contracts for Prog Svc	$69,395
2024	102-500731	Contracts for Prog Svc	$14,827
Sub-total			$148,854

Harbor Care 166574-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$0
2023	102-500731	Contracts for Prog Svc	$0
2024	102-500731	Contracts for Prog Svc	$0
Sub-total			$0

Headrest, Inc. 175226-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$26,063
2023	102-500731	Contracts for Prog Svc	$43,918
2024	102-500731	Contracts for Prog Svc	$10,390
Sub-total			$80,372

Hope on Haven Hill 275119-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$49,152
2023	102-500731	Contracts for Prog Svc	$51,320
2024	102-500731	Contracts for Prog Svc	$10,965
Sub-total			$111,437

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Manchester Alcohol Rehab Center,
Easter Seals, Farnum Center 177204-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$166,941
2023	102-500731	Contracts for Prog Svc	$234,977
2024	102-500731	Contracts for Prog Svc	$50,208
Sub-total			$452,125

Southeastern NH Alcohol & Drug
Abuse Services 155292-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$34,142
2023	102-500731	Contracts for Prog Svc	$36,020
2024	102-500731	Contracts for Prog Svc	$7,696
Sub-total			$77,858
SUB TOTAL GOV COMM			$2,195,857

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05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (66% FEDERAL FUNDS 34% GENERAL FUNDS)

Belonging Medical Group

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$146,657
2023	102-500731	Contracts for Prog Svc	$190,658
2024	102-500731	Contracts for Prog Svc	$45,059
Sub-total			$382,373

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$290,305
2023	102-500731	Contracts for Prog Svc	$400,404
2024	102-500731	Contracts for Prog Svc	$85,829
Sub-total			$776,539

Center/Dartmouth Hitchcock Keene

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$127,193
2023	102-500731	Contracts for Prog Svc	$126,092
2024	102-500731	Contracts for Prog Svc	$27,811
Sub-total			$281,095

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CC of Nashua/Greater Nashua Mental Health

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$0
2023	102-500731	Contracts for Prog Svc	$0
2024	102-500731	Contracts for Prog Svc	$0
Sub-total			$0

Dismas Home

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$91,226
2023	102-500731	Contracts for Prog Svc	$133,325
2024	102-500731	Contracts for Prog Svc	$29,631
Sub-total			$254,182

Families in Transition

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$415,437
2023	102-500731	Contracts for Prog Svc	$575,805
2024	102-500731	Contracts for Prog Svc	$123,147
Sub-total			$1,114,389

Grafton Cty

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$136,977
2023	102-500731	Contracts for Prog Svc	$147,071
2024	102-500731	Contracts for Prog Svc	$31,424
Sub-total			$315,471

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Harbor Care

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$0
2023	102-500731	Contracts for Prog Svc	$0
2024	102-500731	Contracts for Prog Svc	$0
Sub-total			$0

Headrest, Inc.

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$55,237
2023	102-500731	Contracts for Prog Svc	$93,078
2024	102-500731	Contracts for Prog Svc	$22,021
Sub-total			$170,335

Hope on Haven Hill

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$104,169
2023	102-500731	Contracts for Prog Svc	$108,764
2024	102-500731	Contracts for Prog Svc	$23,239
Sub-total			$236,172

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Manchester Alcohol Rehab Center,
Easter Seals, Famum Center

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$353,805
2023	102-500731	Contracts for Prog Svc	$497,996
2024	102-500731	Contracts for Prog Svc	$106,407
Sub-total			$958,208

Southeastern NH Alcohol & Drug
Abuse Services

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$72,359
2023	102-500731	Contracts for Prog Svc	$76,338
2024	102-500731	Contracts for Prog Svc	$16,311
Sub-total			$165,008
SUB TOTAL CLINICAL			$4,653,772

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05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% FEDERAL FUNDS) funding ends 9/29/22.

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$88,800
2023	102-500731	Contracts for Prog Svc	$30,000
Sub-total			$118,800

Dismas Home

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$207,200
2023	102-500731	Contracts for Prog Svc	$70,000
Sub-total			$277,200

Families in Transition

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$432,900
2023	102-500731	Contracts for Prog Svc	$143,325
Sub-total			$576,225

Harbor Care

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$0
2023	102-500731	Contracts for Prog Svc	$0
Sub-total			$0

Headrest, Inc.

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$207,200
2023	102-500731	Contracts for Prog Svc	$70,000
Sub-total			$277,200

Hope on Haven Hill

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$325,600
2023	102-500731	Contracts for Prog Svc	$107,800
Sub-total			$433,400

Manchester Alcohol Rehab Center, Easter Seals, Farnum Center

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$1,793,400
2023	102-500731	Contracts for Prog Svc	$597,800
Sub-total			$2,391,200

Southeastern NH Alcohol & Drug Abuse Services

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$414,400
2023	102-500731	Contracts for Prog Svc	$137,200
Sub-total			$551,600
SUB TOTAL SOR			$4,625,625
Grand Total All			$11,476,254

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New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RFP-2022-BDAS-01-SUBST

Project Title Substance Use Disorder Treatment and Recovery Support Services

	Maximum Points Available	Belonging Medical Group, PLLC	Bridge Street Recovery, LLC	Cheshire Medical Center	Dismas Home of New Hampshire, Inc.	Manchester Alcoholism Rehabiltation Center	FIT/NHNH, Inc.	Grafton County New Hampshire	Community Council of Nashua, N.H. d/b/a Greater Nashua Mental Health	Harbor Home	Headrest	Hope on Haven Hill, Inc.	South Eastern New Hampshire Alcohol & Drug Abuse Services
Technical													
Qualifications (Q1)	50	40	25	47	37	50	50	43	48	50	50	50	50
Experience (Q2)	50	45	25	48	35	45	50	45	50	50	50	45	48
ASAM (Q3)	20	20	11	8	20	15	20	10	20	20	9	20	20
Knowledge (Q4)	20	20	13	5	20	13	20	15	20	20	10	20	18
Samples (Q5)	30	15	7	8	23	21	14	21	12	8	7	14	8
Collaboration & Wraparound (Q6)	45	45	25	15	45	24	45	37	40	45	40	40	20
Staffing Plan (Q7)	15	13	13	4	10	12	13	13	13	13	10	14	4
Subtotal - Technical	230	198	119	135	190	180	212	184	203	206	176	203	168
Cost													
4.2.1.1. Budget Sheet	70	63	30	63	63	48	60	63	60	68	58	65	62
4.2.1.2. Staff List	30	25	29	25	25	28	28	30	25	25	28	30	28
Subtotal - Cost	100	88	59	88	88	76	88	93	85	93	86	95	90
TOTAL POINTS	330	286	178	223	278	256	300	277	288	299	262	298	258

	Reviewer Name	Title
1	Sara Cleveland	
2	Paula Holigan	
3	Laurie Heath	
4		
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Subject: Substance Use Disorder Treatment and Recovery Support Services (RFP-2022-BDAS-01-SUBST-09)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Headrest		1.4 Contractor Address 14 Church St. Lebanon, NH 03766	
1.5 Contractor Phone Number (603) 448-4872	1.6 Account Number 010-95-92-920510-33820000 010-95-92-920510-33840000 010-95-92-920510-70400000	1.7 Completion Date September 29, 2023	1.8 Price Limitation $527,907
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: Cameron Ford 4038B02C259C472... Date: 9/13/2021		1.12 Name and Title of Contractor Signatory Cameron Ford Executive Director	
1.13 State Agency Signature DocuSigned by: Katja Fox ED9D05B0... Date: 9/14/2021		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: J. Christopher Marshall DE8D459E80D4403... On: 9/14/2021			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS CF
Date 9/13/2021

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 CF (DS)

Date 9/13/2021

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 omissions of the

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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.

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Date 9/13/2021

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Revisions to Standard Agreement 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 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.

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall provide Substance Use Disorder (SUD) Treatment and Recovery Support Services that assist individuals with:

1.1.1. Stopping or reducing substance misuse;

1.1.2. Improving physical and mental health and social function; and

1.1.3. Reducing risk for recurrence of substance misuse.

1.2. Resiliency and Recovery Oriented Systems of Care (RROSC)

1.2.1. The Contractor shall ensure SUD Treatment and Recovery Support Services are available to eligible individuals, regardless of where the individual lives or works in New Hampshire. The Contractor shall:

1.2.1.1. Provide treatment services that support the RROSC by operationalizing the Continuum of Care Model.

1.2.1.2. Ensure all services:

1.2.1.2.1. Focus on strengths and resilience of individuals and families;

1.2.1.2.2. Are culturally sensitive and relevant to the diversity of individuals served;

1.2.1.2.3. Promote person-centered and self-directed approaches to care; and

1.2.1.2.4. Are trauma informed and designed to acknowledge the impact of violence and trauma on individuals' lives and the importance of addressing trauma in treatment.

1.3. The Contractor shall comply with all requirements in Exhibit B-1, Operational Requirements, as applicable.

1.4. For the purposes of this agreement, all references to business days shall mean Monday through Friday and excluding state and federal holidays.

1.5. For the purposes of this agreement, all references to calendar days shall mean Monday through Sunday, including state and federal holidays.

1.6. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8:00 AM to 5:00 PM, excluding state and federal holidays.

2. Population Served

2.1. The Contractor shall provide services to individuals who:

2.1.1. Have income below 400% of the Federal Poverty Level;

2.1.2. Are residents of New Hampshire or experiencing homelessness in New Hampshire; and

2.1.3. Are determined positive for SUD with a clinical diagnosis by a Licensed or Unlicensed Counselor.

2.2. The Contractor shall ensure consent for services is obtained prior to providing services, in accordance with 42 CFR Part 2, from:

2.2.1. The individuals who are aged 12 years and older; or

2.2.2. The parent or legal guarding of an individual who is less than 12 years of age.

2.3. The Contractor shall ensure individuals under 18 years of age are not denied services due to:

2.3.1. The parent's inability and/or unwillingness to pay the fee(s); or

2.3.2. The minor's decision to receive confidential services pursuant to New Hampshire Revised Statutes Annotated (RSA) 318-B:12-a.

2.4. The Contractor shall provide services to eligible individuals who:

2.4.1. Receive Medication Assisted Treatment (MAT) services from other providers, including the individual's primary care provider;

2.4.2. Have co-occurring mental health disorders; or

2.4.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

2.5. The Contractor shall enroll eligible individuals for services in order of the priority described below:

2.5.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48-hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:

2.5.1.1. Contact with the Doorway of the individual's choice to connect the individual with SUD treatment services and document actions taken;

2.5.1.2. Assist individuals who refuse referral services offered through the Doorway with identifying alternative providers and

accessing services with these providers, which includes referrals for prenatal care and actively reaching out to identify providers on the behalf of the individual; and

2.5.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor's agency or an alternative provider. The Contractor shall ensure interim services include:

2.5.1.3.1. A minimum of one 60-minute individual or group outpatient session per week or;

2.5.1.3.2. Recovery support services as needed by the individual; or

2.5.1.3.3. Daily calls to the individual to assess and respond to any emergent needs.

2.5.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose in the 14 days prior to screening or in the period between screening and admission to the program.

2.5.3. Individuals with a history of injection drug use, including the provision of interim services within 14 days. If the Contractor is unable to admit an individual with a history of injection drug use within 14 days of the individual applying for services, the Contractor shall provide and document interim services until the appropriate level of care becomes available at either the Contractor's agency or an alternative provider.

2.5.4. Individuals with substance use and co-occurring mental health disorders;

2.5.5. Individuals with current Opioid Use Disorders or Stimulant Use Disorders;

2.5.6. Veterans with SUD;

2.5.7. Individuals with SUD who are involved with the criminal justice and/or child protection system; and

2.5.8. Individuals who require priority admission at the request of the Department.

3. Scope of Services

3.1. Clinical Services

3.1.1. The Contractor shall adhere to a clinical care manual that includes policies and procedures related to all clinical services provided.

3.1.2. The Contractor shall develop and implement written policies and procedures governing its operation and all services provided through

this Agreement. The Contractor shall ensure staff are trained on all policies and procedures, which are reviewed and revised annually.

3.1.3. The Contractor shall provide the following SUD treatment services to eligible individuals:

3.1.3.1. The Contractor shall provide Individual Outpatient Treatment as defined as American Society of Addiction Medicine **(ASAM) Criteria, Level 1**. The Contractor shall ensure outpatient treatment services assist individuals achieve treatment objectives through the exploration of SUDs and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision-making with regard to alcohol and other drug related problems.

3.1.3.2. The Contractor shall provide Group Outpatient Treatment as defined as **ASAM Criteria, Level 1**. The Contractor shall ensure outpatient treatment services assist a group of individuals achieve treatment objectives through the exploration of SUDs and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

3.1.3.3. The Contractor shall provide Intensive Outpatient Treatment as defined as **ASAM Criteria, Level 2.1**. The Contractor shall ensure:

3.1.3.3.1. Intensive outpatient treatment services provide intensive and structured individual and group SUD treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services;

3.1.3.3.2. Services for adults are provided for a minimum of (9) hours a week; and

3.1.3.3.3. Services for adolescents are provided for a minimum of six (6) hours a week.

3.1.3.4. The Contractor shall provide Low-Intensity Residential Treatment as defined as **ASAM Criteria, Level 3.1** for adults. The Contractor shall ensure low-intensity residential treatment services:

3.1.3.4.1. Support individuals who need Low-Intensity Residential Treatment services.

3.1.3.4.2. Prepare individuals to become self-sufficient within the community, which may include having adult residents who work in the community pay a portion of their room and board.

3.1.4. The Contractor shall provide clinical services separately for adolescents and adults, unless otherwise approved by the Department. The Contractor shall ensure:

3.1.4.1. Adolescents and adults do not share the same residency space; and

3.1.4.2. Communal spaces such as kitchens, group rooms, and recreation are shared at separate times.

3.1.5. The Contractor shall ensure all residential programs maintain a daily shift change log documenting significant events and client behavior of which a subsequent shift should be made aware.

3.2. Interim Services

3.2.1. The Contractor shall provide interim services to all individuals waiting for clinical services. The Contractor shall ensure Interim Services include, but are not limited to:

3.2.1.1. Counseling and education about HIV and TB, the risks of needle sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur.

3.2.1.2. Referral for HIV or TB treatment services, if necessary.

3.2.1.3. Individual and/or group counseling on the effects of alcohol and other drug use.

3.3. Infectious Diseases

3.3.1. *Oral Fluid HIV Testing*

3.3.1.1. The Contractor shall administer rapid, on-site, same-day, oral fluid HIV testing as a routine component of SUD treatment for all individuals receiving services, except in those cases where an individual is being served solely via telehealth.

3.3.1.2. If testing is not possible at the time of admission, the Contractor shall administer testing within 48 hours from admission for residential services or at the time of the second session for outpatient services.

3.3.1.3. The Contractor shall conduct an HIV/AIDS screening upon an individual's admission to treatment. The Contractor shall ensure the screening includes:

3.3.1.3.1. The provision of information;

3.3.1.3.2. Risk assessment; and

3.3.1.3.3. Intervention and risk reduction education.

3.3.1.4. In cases where oral fluid HIV testing yields a positive result, the Contractor shall:

3.3.1.4.1. Complete and submit appropriate disease reporting forms to the Department within 72 hours of preliminary diagnoses, in accordance with New Hampshire Administrative Rule He-P 301.

3.3.1.4.2. Assist the Department's Infectious Disease Prevention, Investigation and Care Services Section staff connecting with individuals for the purpose of eliciting, identifying and locating information on sexual or needle sharing partners.

3.3.1.4.3. Link individuals to medical care and counseling services.

3.3.1.5. If an individual refuses to be tested for HIV or refuses to share the results with the Contractor, the Contractor shall:

3.3.1.5.1. Confirm the individual is still eligible to receive services funded through this Agreement; and

3.3.1.5.2. Clearly document the refusal in the individual's file.

3.3.1.6. If an individual receives an HIV test from an alternate provider, the Contractor shall:

3.3.1.6.1. Clearly document the date, location and provider of the HIV test; and

3.3.1.6.2. Ensure follow-up services were provided as appropriate.

3.3.1.7. The Contractor shall ensure all State reporting requirements are met while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.

3.3.1.8. The Contractor shall report all individuals with a positive HIV result, as required by State law and in accordance with

Federal and State confidentiality requirements, including 42 CFR part 2.

3.3.2. *Tuberculosis*

3.3.2.1. The Contractor shall directly, or through arrangements with other public or non-profit private entities, routinely make the following tuberculosis services available to each individual receiving SUD treatment services:

3.3.2.1.1. Counseling with respect to TB.

3.3.2.1.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.

3.3.2.1.3. Providing for or referring the individuals infected by mycobacteria TB for appropriate medical evaluation and treatment.

3.3.2.2. The Contractor shall refer individuals, who are denied admission to the program on the basis of lack of capacity, to other providers of TB services.

3.3.2.3. The Contractor shall implement infection control procedures consistent with procedures established by the Department to prevent the transmission of TB, which include:

3.3.2.3.1. Screening patients and identifying individuals who are at high risk of becoming infected.

3.3.2.3.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.

3.3.2.3.3. Providing case management to ensure individuals receive services.

3.3.2.4. The Contractor shall report all individuals with active TB, as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.

3.4. Eligibility and Intake

3.4.1. The Contractor shall determine eligibility for services for individuals requesting SUD or recovery support services. The Contractor shall:

3.4.1.1. Assess each individual's income prior to admission using the Web Information Technology System (WITS) fee determination model; and

3.4.1.2. Ensure the individual signs the income assessment upon

admission to treatment.

3.4.2. The Contractor shall update income information for all eligible individuals receiving services. The Contractor shall:

3.4.2.1. Ensure updates are completed at a minimum interval of every four (4) weeks;

3.4.2.2. Document each inquiry in the individual's service record using the WITS fee determination model; and

3.4.2.3. Ensure the individual receiving services signs each updated income assessment.

3.4.3. The Contractor shall complete an intake screening for all eligible individuals requesting services. The Contractor shall:

3.4.3.1. Communicate directly with the individual within two (2) business days from the date the individual initially contacts the Contractor for services. The Contractor shall ensure communication includes:

3.4.3.1.1. Face-to-face, in person;

3.4.3.1.2. Face-to-face, virtually and/or electronically; or

3.4.3.1.3. By telephone.

3.4.3.2. Complete an initial intake screening for the individual within two (2) business days from the date of the first direct contact, utilizing the WITS Social Detox Screen or another Department-approved tool, and document the results in WITS, to determine:

3.4.3.2.1. The probability of eligibility for services under this Agreement; and

3.4.3.2.2. The probability of the individual having a substance use disorder.

3.4.3.3. Ensure all attempts to contact the individual are documented in the individual record or call log.

3.5. Clinical Evaluation

3.5.1. The Contractor shall use clinical evaluations conducted and completed by a NH Licensed or Unlicensed Counselor that include DSM 5 Diagnostic information and a recommendation for a level of care based on the ASAM Criteria published in October 2013 (ASAM Criteria), from a referring agency, conducted and completed less than 30 days prior to the individual's admission to the Contractor's SUD treatment program.

3.5.2. The Contractor shall ensure any changes to ASAM dimensions that occurred after the completion of the accepted evaluation from the referring agency are recorded in the individual's record within three (3) days after admission to residential treatment or three (3) sessions for any outpatient levels of care, whichever is later.

3.5.3. The Contractor shall complete a new clinical evaluation for the individual if:

3.5.3.1. More than 30 days have passed since the referring provider completed the evaluation;

3.5.3.2. The evaluation was conducted and completed by someone other than a NH Licensed or Unlicensed Counselor;

3.5.3.3. The evaluation did not include DSM 5 Diagnostic information and a recommendation for a specific level of care based on the ASAM Criteria; or

3.5.3.4. An individual presents without a completed evaluation.

3.5.4. The Contractor shall assist individuals with accessing an evaluation through their local Doorway, or other appropriate provider, if the Contractor is unable to complete the evaluation prior to admission due to geographic or other barriers.

3.5.5. The Contractor shall ensure the new evaluation is:

3.5.5.1. Completed within three (3) days after admission to residential treatment or three (3) sessions for any outpatient level of care, whichever is later, and

3.5.5.2. Conducted and completed by a NH Licensed or Unlicensed Counselor; utilizing CONTINUUM or an approved alternative assessment tool, provided by the Department, which includes DSM 5 Diagnostic information and recommendation for a specific level of care based on the ASAM Criteria.

3.5.6. The Contractor shall provide SUD treatment services, to eligible individuals, for the appropriate ASAM level of care, as indicated by the individual's clinical evaluation unless:

3.5.6.1. The individual chooses to receive a service with a lower intensity ASAM level of care; or

3.5.6.2. The service with the indicated ASAM level of care is unavailable at the time the level of care is determined; in which case the individual may choose:

3.5.6.2.1. A service with a lower Intensity ASAM level of care;

3.5.6.2.2. A service with the next available higher intensity ASAM level of care;

3.5.6.2.3. To be placed on the waitlist until their service with the assessed ASAM level of care becomes available; or

3.5.6.2.4. To be referred to another agency in the individual's service area that provides the service with the indicated ASAM level of care.

3.5.7. The Contractor shall ensure, if the clinically appropriate level of care is available and an individual is admitted to a level of care other than what is recommended by the clinical evaluation, the reasoning for the admittance will be clinically justified using ASAM Criteria and be documented in the individual's record prior to admission.

3.6. Waitlists

3.6.1. The Contractor shall maintain a waitlist for all individuals and all SUD treatment services regardless of payor source.

3.6.2. The Contractor shall track the wait time for individuals to receive services from the date of initial contact to the date the individual first received SUD services, other than the evaluation in Subsection 2.11.

3.6.3. The Contractor shall provide monthly reports to the Department detailing:

3.6.3.1. The average wait time for all individuals, by the type of service and payer source for all services; and

3.6.3.2. The average wait time for priority populations, as listed in Subsection 2.5, by the type of service and payer source for the services.

3.7. Assistance Enrolling in Insurance Programs

3.7.1. The Contractor shall assist individuals who are unable to secure the financial resources necessary for initial entry into the SUD treatment program, and/or their parents or legal guardians, obtain other potential sources for payment, within 14 days after admission, which may include, but is not limited to enrollment in:

3.7.1.1. Public insurance.

3.7.1.2. Private insurance.

3.7.1.3. New Hampshire Medicaid programs.

3.7.2. The Contractor shall document assistance provided with securing financial resources or the individuals' refusal of assistance in the individual's service record.

3.8. Use of Evidence-Based Practices

3.8.1. The Contractor shall ensure all services in this Agreement are provided:

3.8.1.1. Using evidence-based practices; as demonstrated by meeting one of the following criteria:

3.8.1.1.1. The service is included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center.

3.8.1.1.2. The service is published in a peer-reviewed journal and has been found to have positive effects; or

3.8.1.1.3. The service is based on a theoretical perspective that has validated research.

3.8.1.2. In accordance with:

3.8.1.2.1. ASAM Criteria;

3.8.1.2.2. Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs); and

3.8.1.2.3. SAMHSA Technical Assistance Publications (TAPs).

3.8.2. The Contractor shall assess all individuals for risk of self-harm at all phases of treatment, including:

3.8.2.1. Initial contact;

3.8.2.2. Screening;

3.8.2.3. Intake;

3.8.2.4. Initial Clinical Evaluation/Assessment;

3.8.2.5. Admission;

3.8.2.6. On-going treatment services; and

3.8.2.7. Discharge.

3.8.3. The Contractor shall assess all individuals for withdrawal risk based on ASAM Criteria standards at all phases of treatment, including:

3.8.3.1. Initial contact;

3.8.3.2. Screening;

3.8.3.3. Intake;

3.8.3.4. Initial Clinical Evaluation/Assessment;

3.8.3.5. Admission; and

3.8.3.6. On-going treatment services.

3.8.4. The Contractor shall stabilize all individuals based on ASAM Criteria guidance. The Contractor shall:

3.8.4.1. Provide stabilization services when an individual's level of risk indicates a service with an ASAM level of care that can be provided in this Agreement and integrate withdrawal management into the individual's treatment plan.

3.8.4.2. Provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely. If the Contractor does not provide the indicated ASAM level of care, the Contractor shall:

3.8.4.2.1. Refer the individual to a facility where the services can be provided when an individual's risk indicates a service with an ASAM level of care that is higher than can be provided under this Contract.

3.8.4.2.2. Coordinate with the withdrawal management services provider to admit the individual to an appropriate service once the individual's withdrawal risk has reached a level that can be provided under this Contract.

3.9. Treatment Planning

3.9.1. The Contractor shall complete individualized treatment plans for all individuals determined to be eligible for services, based on clinical evaluation data that addresses problems in all ASAM Criteria domains, which justify the individual's admittance to a given level of care, except for Transitional Living, which is not required to address all ASAM domains. The Contractor shall ensure all treatment plans:

3.9.1.1. Are completed within two (2) business days or two (2) sessions from the completion of the clinical evaluation or admission, whichever is later;

3.9.1.2. Include treatment plan goals, objectives, and interventions written in terms that are S.M.A.R.T., which are:

3.9.1.2.1. Specific, clearly defining what shall be done;

3.9.1.2.2. Measurable, including clear criteria for progress and completion;

3.9.1.2.3. Attainable, within the individual's ability to achieve;

3.9.1.2.4. Realistic, the resources are available to the individual;

3.9.1.2.5. Timely, something that needs to be completed within a stated period for completion that is reasonable; and

3.9.1.3. Include the individual's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

3.9.2. The Contractor shall update treatment plans at a minimum of intervals as follows:

3.9.2.1. All Level 1 programs: Every six (6) sessions or every six (6) weeks, whichever is earlier.

3.9.2.2. Level 2.1: Every six (6) group sessions or every two (2) weeks, whichever is earlier.

3.9.2.3. Level 2.5, Level 3, Level 3.3, Level 3.5, and Level 3.7: Every seven (7) sessions or every one (1) week, whichever is earlier.

3.9.2.4. Level 3.1 and Transitional Living: Every four (4) weeks, or every four (4) sessions, whichever is earlier.

3.9.3. The Contractor shall update treatment plans, in addition to the recommended intervals above, when:

3.9.3.1. Changes are made in any ASAM domain, except for Transitional Living;

3.9.3.2. Goals have been met and problems have been resolved; or

3.9.3.3. New goals and new problems have been identified.

3.9.4. The Contractor shall ensure treatment plan updates for all levels of care, except Transitional Living include:

3.9.4.1. Justification for continued treatment at the current level of care;

3.9.4.2. Transfer from one level of care to another within the same agency; or

3.9.4.3. Discharge from treatment at the agency.

3.9.5. The Contractor shall ensure justification includes a minimum of one (1) of the three (3) criteria for continuing services when addressing continuing care as:

3.9.5.1. Continuing Service Criteria, A: The individual is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the individual to continue working toward treatment goals; or

3.9.5.2. Continuing Service Criteria B: The individual is not yet making progress, but has the capacity to resolve their issues. The individual is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue working toward treatment goals; and /or

3.9.5.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the individual is receiving treatment is the least intensive level at which the individual's problems can be addressed effectively.

3.9.5.4. The signature of the individual and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.

3.9.6. The Contractor shall track the individual's progress relative to the specific goals, objectives, and interventions in the individual's treatment plan by completing encounter notes in WITS, or an alternative Electronic Health Record (EHR) approved by the Department.

3.10. Coordination of Care

3.10.1. The Contractor shall inform the Regional Public Health Networks (RPHN) of services available in order to align SUD work with other RPHN projects that may be similar or impact the same populations.

3.10.2. The Contractor shall ensure all coordination of care activities are compliant with state and federal laws and rules, including but not limited to 42 CFR Part 2.

3.10.3. The Contractor shall refer individuals to, and coordinate the individual's care with, other providers and document the coordination, or individual's refusal of the coordination, in the individual's service record. The Contractor shall ensure referrals include, but are not limited to:

3.10.3.1. Primary care providers. If the individual does not have a primary care provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider.

3.10.3.2. Behavioral health care providers when serving individuals with co-occurring substance use and mental health disorders. If the individual does not have a behavioral health care provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider.

3.10.3.3. Medication-Assisted Treatment (MAT) providers.

3.10.3.4. Peer recovery support providers. If the individual does not have a peer recovery support provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider.

3.10.4. The Contractor shall coordinate with case management services offered by the individual's managed care organization, third party insurance or other provider, as applicable.

3.10.5. The Contractor shall coordinate individual services with the Department's Doorway contractors including, but not limited to:

3.10.5.1. Ensuring timely admission of individuals to services,

3.10.5.2. Completing initial clinical evaluations as needed.

3.10.5.3. Referring individuals to Doorway services when the Contractor cannot admit an individual for services within 48 hours.

3.10.5.4. Referring individuals to Doorway services at the time of discharge when an individual is in need of Doorway services.

3.10.6. The Contractor shall coordinate with the NH Ryan White CARE Program, for individuals identified as at risk of or with HIV/AIDS.

3.10.7. The Contractor shall coordinate with other social service agencies engaged with the individual, as applicable, which may include but are not limited to:

3.10.7.1. NH Division for Children, Youth and Families (DCYF).

3.10.7.2: Probation and parole.

3.10.7.3. Doorways.

3.10.8. The Contractor shall clearly document in the individual's service record when the individual refuses any referrals or care coordination.

3.10.9. The Contractor shall not prohibit individuals from receiving services under this Agreement when an individual does not consent to information sharing.

3.10.10. The Contractor shall notify individuals who consent to information sharing that they have the ability to rescind the consent at any time without any impact on services provided under the awarded contract.

3.10.11. The Contractor shall coordinate with local recovery community organizations, where available, to bring peer recovery support providers into the treatment setting, to meet with individuals to describe available services and to engage individuals in peer recovery support services as applicable.

3.10.12. The Contractor shall complete a Transfer Plan on the day of transfer when an individual is transferring from one level of care to another *within the same agency*, during the same episode of care for all services. The Contractor shall ensure the Transfer Plan:

3.10.12.1. Addresses all ASAM Dimensions;

3.10.12.2. Includes at least one of the four (4) ASAM Criteria for transfer, including how the individual meets that criteria; and

3.10.12.3. Includes the transfer plan and recommendations, with specific information regarding further treatment at the agency.

3.11. The Contractor shall discharge an individual from WITS by closing the Episode in WITS when the individual is discharged from treatment at the agency, even if they are expected to return at a future date, for example, after completing treatment at a different agency. The time frames for discharge are as follows:

3.11.1. Individuals receiving outpatient services (individual outpatient (OP), intensive outpatient (IOP), partial hospitalization program (PHP)), who have not received services in the past 30 days must be discharged by day 30. Upon the individual's return to treatment a new episode of care must be started, and all standard admission steps must be taken.

3.11.2. Individuals receiving residential services, including but not limited to low intensity and high intensity, who have not received services in the past 48 hours must be discharged. The Contractor shall ensure

discharge is completed within seven (7) days of the last day of service. Upon the individual's return to treatment a new episode of care must be started, and all standard admission steps must be taken.

3.12. The Contractor shall identify the reason for transfer or discharge in the Program Enrollment section of WITS for each individual at the time of transfer or discharge from the program.

3.13. The Contractor shall complete a Discharge Summary when an individual is being discharged from treatment at the contracted agency for all services within this Agreement. The Contractor shall ensure the Discharge Summary:

3.13.1. Addresses all ASAM (2013) domains, including the process of transfer planning at the time of the individual's intake to the program, except for Transitional Living;

3.13.2. Is in accordance with Exhibit B-1, Operational Requirements;

3.13.3. Includes the reason for admission, course of treatment, discharge assessment, strengths and liabilities, and discharge plan and recommendations, with specific information regarding referrals or further treatment; and

3.13.4. Includes at least one of the following four (4) ASAM Criteria for discharge, and how individual meets the requirement, except for Transitional Living:

3.13.4.1. Transfer/Discharge Criteria A: The patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

3.13.4.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

3.13.4.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

3.13.4.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

3.14. Individual and Group Education

3.14.1. The Contractor shall offer all individuals receiving services under this Agreement individual or group education on prevention, treatment, and nature of:

3.14.1.1. Substance use disorders.

3.14.1.2. Relapse prevention.

3.14.1.3. Hepatitis C Virus (HCV).

3.14.1.4. Human Immunodeficiency Virus (HIV).

3.14.1.5. Sexually Transmitted Diseases (STDs).

3.14.1.6. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;

3.14.1.7. Individual and/or group counseling for individuals of childbearing age, regardless of gender, on the effects of alcohol and other drug use on a fetus.

3.14.1.8. The relationship between tobacco use and substance use and other mental health disorders, if the individual uses nicotine.

3.14.2. The Contractor shall ensure that all individuals are screened at intake and discharge for tobacco use, treatment needs and referral to the NH QuitLine, as part of treatment planning.

3.14.3. The Contractor shall maintain an outline of each educational session provided.

3.15. Tobacco-Free Environment

3.15.1. The Contractor shall ensure a tobacco-free environment by having policies and procedures that apply to all staff, individuals receiving services, and visitors that include but are not limited to:

3.15.1.1. Smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices.

3.15.1.2. Prohibiting the use of tobacco products within the Contractor's facilities at any time.

3.15.1.3. Prohibiting the use of tobacco in any Contractor-owned vehicle.

3.15.1.4. Whether the use of tobacco products is prohibited outside of the facility on the grounds. If use of tobacco products is allowed outside of, but on the grounds of, the facility, the Contractor shall ensure:

3.15.1.4.1. Designated smoking area(s) are located a minimum of 20 feet from the main entrance;

3.15.1.4.2. All materials used for smoking in the designated area, including cigarette butts and matches, are extinguished and disposed of in appropriate containers;

3.15.1.4.3. Periodic cleanup of the designated smoking area is scheduled and completed as scheduled and/or needed; and

3.15.1.4.4. If the designated smoking area is not properly maintained, it is eliminated at the discretion of the Contractor.

3.15.1.5. Prohibiting tobacco use in personal vehicles when transporting individuals on authorized business.

3.15.2. The Contractor shall ensure the Tobacco-Free Environment policy is included in employee, individual, and visitor orientations and posted in the Contractor's facilities and vehicles.

3.15.3. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging individuals from services being provided under this Contract.

3.16. State Opioid Response (SOR) Grant Standards

3.16.1. The Contractor shall establish formal information sharing and referral agreements with the Doorways in compliance with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.

3.16.2. The Contractor shall ensure all referrals of individuals to the Doorways are:

3.16.2.1. Completed and documented in the individual's file;

3.16.2.2. Available to the Department as requested and as needed for payment of invoices for services provided through SOR-funded initiatives.

3.16.3. The Contractor shall ensure individuals receiving services rendered from SOR funds have a documented history or current diagnoses of Opioid Use Disorder (OUD) or Stimulant Use Disorders.

3.16.4. The Contractor shall coordinate ongoing care for individuals with documented history or current diagnoses of OUD or Stimulant Use Disorder, receiving services rendered from SOR funds, with the Doorways in accordance with 42 CFR Part 2.

3.16.5. The Contractor shall ensure that SOR grant funds are not used to purchase, prescribe, or provide marijuana or for providing treatment using marijuana. The Contractor shall ensure:

3.16.5.1. Treatment in this context includes the treatment of opioid use disorder (OUD).

3.16.5.2. Grant funds are not provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental health disorders.

3.16.5.3. This marijuana restriction applies to all subcontracts and memorandums of understanding (MOU) that receive SOR funding.

3.16.6. The Contractor shall provide Medication Assisted Treatment (MAT) only with FDA-approved MAT for Opioid Use Disorder (OUD), which includes:

3.16.6.1. Methadone; and

3.16.6.2. Buprenorphine products including:

3.16.6.2.1. Single-entity buprenorphine products;

3.16.6.2.2. Buprenorphine/naloxone tablets;

3.16.6.2.3. Buprenorphine/naloxone films; and

3.16.6.2.4. Buprenorphine/naloxone buccal preparations.

3.16.7. The Contractor shall provide medical withdrawal management services supported by SOR funds only when the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

3.16.8. The Contractor shall provide a Fentanyl test strip utilization plan to the Department for approval prior to implementation. The Contractor shall ensure the utilization plan includes:

3.16.8.1. Internal policies for the distribution of Fentanyl strips;

3.16.8.2. Distribution methods and frequency; and

3.16.8.3. Other key data as requested by the Department.

3.16.9. The Contractor shall ensure individuals receiving financial aid for recovery housing utilizing SOR funds are in a recovery housing facility

that aligns with the National Alliance for Recovery Residences standards and is registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with New Hampshire Administrative Rules, He-A 305, Voluntary Registry for Recovery Houses.

3.16.10. The Contractor shall accept individuals on MAT and facilitate access to MAT on-site or through referrals for all individuals supported with SOR funds, as clinically appropriate.

3.16.11. The Contractor shall ensure individuals who refuse to consent to information sharing with the Doorways do not receive services utilizing SOR funding.

3.16.12. The Contractor shall ensure individuals who rescind consent to information sharing with the Doorway do not receive any additional services utilizing SOR funding.

4. Web Information Technology System

4.1. The Contractor shall use the Web Information Technology System (WITS) to record contact with individuals within three (3) days following the activity, unless otherwise stated in the WITS guidance document(s). The Contractor shall utilize WITS to record all BDAS individual activities, including, but not limited to:

4.1.1. Determining individual eligibility.

4.1.2. Reporting all data that is used to calculate and analyze National Outcome Measures.

4.1.3. Billing the Department for services performed under the resulting contract including all data required by the Department to authorize payment.

4.1.4. Providing other information as required by the Department.

4.2. The Contractor shall provide the individual with the WITS Information Acknowledgement and obtain the individual's signature on that format the time of admission to treatment, prior to providing services.

4.3. The Contractor shall ensure information for individuals refusing to sign the WITS Information Acknowledgement is not entered into the WITS system and the Contractor shall contact the Department to establish alternative reporting and billing procedures.

4.4. The Contactor shall ensure services are provided to individuals who refuse to sign the WITS Information Acknowledgement, despite not being able to enter that individual into the WITS system. The Contractor shall:

4.4.1. Establish a policy to document individual activity elsewhere;

4.4.2. Obtain Department approval of the established policy;

4.4.3. Notify the Department of each individual's refusal; and

4.4.4. Ensure the Department has access to records as requested.

4.5. The Contractor shall ensure the WITS system is only used for individuals who are in a program that is funded by or under the oversight of the Department. The Contractor may use WITS to enter information for non-BDAS individuals if the following conditions apply:

4.5.1. The Department has approved the Contractors' use of WITS for this purpose;

4.5.2. The Contractor utilized WITS prior to September of 2019; and

4.5.3. The Contractor does not have an alternative electronic health record available for use.

4.6. The Contractor shall cease utilizing WITS if an individual obtains funding from another source while in treatment, unless otherwise approved by the Department. Individuals who are in a program that is funded by or under the oversight of the Department include:

4.6.1. Individuals receiving BDAS-funded SUD treatment services,

4.6.2. Individuals receiving services from Impaired Driver Care Management Programs (IDCMP); and

4.6.3. Individuals receiving services from Impaired Driver Service Providers (IDSP), regardless of funding source.

4.7. The Contractor may use their own electronic health record (EHR), in addition to WITS, to record and track other data not collected in WITS, upon approval by the Department and only if the Department has access to the EHR.

4.8. The Contractor shall record that an individual has been discharged when the individual has completed a treatment episode in WITS.

4.9. The Contractor shall follow all the instructions and requirements in the most current WITS User Guide, as provided by the Department.

4.10. The Contractor shall agree to and follow the Information Security Requirements in Exhibit K.

5. Telehealth

5.1. The Contractor may deliver outpatient services via telehealth through secure telecommunication technology, when clinically appropriate and within the Contractor's scopes of practice, as documented in the individual's treatment plan. The Contractor acknowledges and agrees that:

5.1.1. Telehealth services may be rendered from a remote site, other than the Contractor's facility.

5.1.2. Confidentiality and privacy protections apply to all telehealth services, under the same laws that protect the confidentiality of in-person services

5.1.3. The use of public facing applications such as Facebook Live, Twitch, TikTok, or other similar video communication applications is prohibited.

5.2. The Contractor shall ensure telehealth complies with all security and privacy components identified in Exhibit K, DHHS Information Security Requirements. The Contractor shall ensure:

5.2.1. Individual's informed consent to using the telecommunication technology is received and kept on file.

5.2.2. A provider is present with the individual(s) during the use of telecommunication technology.

5.2.3. Only authorized users have access to any electronic PHI (ePHI) that is shared or available through the telecommunication technology.

5.2.4. Secure end-to-end communication of data is implemented, including all communication of ePHI remaining in the United States.

5.2.5. A system of monitoring the communications containing ePHI is implemented to prevent accidental or malicious breaches.

5.3. The Contractor shall adhere to all relevant state and federal regulations regarding telehealth not identified in the contract, including regulations regarding face-to-face services.

6. Staffing

6.1. The Contractor shall meet the minimum staffing requirements, or request an exemption to the requirements, to provide the scope of work in this Agreement. Staffing levels must include the following:

6.1.1. A minimum of one (1) New Hampshire Licensed Clinical Supervisor.

6.1.2. Staffing ratios for the following:

6.1.2.1. Individual Counseling: The ratio of individuals to NH Licensed and Unlicensed Counselors who provide counseling to individuals on an individual basis in any ASAM level of care should be based on the following:

6.1.2.1.1. Clinician's ability to provide appropriate, effective, and evidence-based treatment to his or her individuals within the setting;

6.1.2.1.2. Type of treatment provided;

6.1.2.1.3. Composition of the individual population; and

6.1.2.1.4. Availability of auxiliary services.

6.1.2.2. SUD Treatment Groups: No more than 12 individuals with one NH Licensed Counselor or Unlicensed Counselor present or no more than 16 individuals when that Counselor is joined by a second Licensed Counselor, Unlicensed Counselor, CRSW or Uncertified Recovery Support Worker.

6.1.2.3. Recovery Support Groups: No more than eight (8) individuals with one (1) NH CRSW present or no more than 12 individuals when that CRSW is joined by a second CRSW, or Uncertified CRSW, Licensed or Unlicensed Counselor.

6.1.2.4. Milieu/Line Staff: Ratios must be based upon the needs of the individuals, and the staff's ability to ensure individual health, safety and well-being. The Contractor shall ensure a minimum of one (1) floating Milieu/Line staff member able to move between common areas to observe individuals is present at all times, when the space is occupied by individuals. The following Milieu/Line staff to individual ratio is required for all residential facilities. Temporary staffing shortages are allowable, but not encouraged, while the Contractor actively seeks to fill any open staff positions. Any temporary staffing shortages must be reported to BDAS in the Quarterly Reports, and Contractor must be actively working to recruit new staff:

6.1.2.4.1. 3.5 Level of Care, or 3.5 Co-occurring Capable Level of Care:

6.1.2.4.1.1. A maximum of five (5) individuals to 1 (one) Milieu/Line Staff Member present with individuals, during awake hours, when individuals are not participating in a group or individual session; and

6.1.2.4.1.2. A maximum of 10 individuals to one (1) awake Milieu/Line Staff during overnight hours.

6.1.2.4.2. 3.5 Co-occurring Enhanced Level of Care, or 3.7 Level of Care:

6.1.2.4.2.1. A maximum of five (5) individuals to one (1) Milieu/Line Staff Member present with individuals during awake hours, when individuals are

not participating in a group or individual session; and

6.1.2.4.2.2. A maximum of 10 individuals to one (1) awake Milieu/Line during overnight hours.

6.1.2.4.3. 3.1 Level of Care:

6.1.2.4.3.1. A maximum of eight (8) individuals to one (1) Milieu/Line staff member present with individuals during awake hours, when individuals are not participating in a group or individual session; and

6.1.2.4.3.2. A maximum 14 individuals to one (1) awake Milieu/Line staff during overnight hours.

6.2. The Contractor shall notify the Department, in writing, of changes in key personnel, of whom a minimum of 10% of their work time is devoted to providing SUD treatment and/or recovery support services, and provide, within five (5) working days, updated resumes that clearly indicate the staff member is employed by the Contractor.

6.3. The Contractor shall notify the Department in writing within one (1) month of hire when a new administrator, coordinator, or any staff person essential to delivering this scope of services is hired to work in the program(s). The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the new hire notification.

6.4. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one (1) month.

6.5. The Contractor shall have policies and procedures related to student interns that address minimum coursework, experience and core competencies for interns having direct contact with individuals served by this Agreement.

6.6. The Contractor shall ensure student interns complete training on the following topics, as approved by the Department, prior to beginning their internship:

6.6.1. Ethics;

6.6.2. 12 Core Functions;

6.6.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and

6.6.4. Information security and confidentially practices for handling PHI and substance use disorder treatment records as safeguarded by 42 CFR Part 2.

6.7. The Contractor shall ensure attendance of all required training for interns is documented in the interns' records and shall provide a list of which includes the intern's name and dates and topics of training, to the Department, as requested.

6.8. The Contractor shall ensure the health, safety, and well-being of all individuals in areas where individuals congregate, including, but not limited to:

6.8.1. Common areas.

6.8.2. Group rooms.

6.8.3. Classrooms.

6.9. The Contractor shall ensure written policies are available for Department review, as requested, for all required positions. The Contractor may request an exemption of staffing requirements if the requirements are inappropriate for services provided.

6.10. The Contractor shall provide both clinical and safety justifications to request exemption for any of the staffing requirements believed inappropriate for proposed services and/or if the facility does not meet the staffing requirements to the Department for approval.

6.11. The Contractor shall ensure no Licensed Clinical Supervisor shall supervise more than 12 staff unless the Department has approved an alternative supervision plan.

6.12. The Contractor shall provide ongoing clinical supervision that occurs at regular intervals, and is documented in all staff members' records and evidence-based practices. Clinical supervision, shall include, at a minimum:

6.12.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress; and

6.12.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.

6.13. The Contractor shall provide training to all staff providing SUD services under this Agreement on the following topics. Training attendance must be documented in all staff members' records:

6.13.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;

6.13.2. The 12 core functions;

6.13.3. The Addiction Counseling Competencies: The Knowledge, Skills, and

Attitudes of Professional Practice; and

6.13.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.

6.14. The Contractor shall ensure all Unlicensed Staff complete training on the following topics, as approved by the Department, within six (6) months of hire:

6.14.1. Ethics;

6.14.2. 12 Core Functions;

6.14.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and

6.14.4. Information security and confidentially practices for handling PHI and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within six (6) months of hire.

6.15. The Contractor shall provide in-service training to all staff involved in individual care within 15 days of the contract effective date or the staff person's employment start date, if the staff member started work after the contract effective date and annually thereafter. The Contractor shall ensure in-service training topics are as follows:

6.15.1. Contract requirements;

6.15.2. Policies and procedures provided by the Department;

6.15.3. Hepatitis C (HCV);

6.15.4. Human immunodeficiency virus (HIV);

6.15.5. Tuberculosis (TB); and

6.15.6. Sexually transmitted diseases (STDs).

6.16. The Contractor shall ensure all staff receive annual continuing education on the following topics:

6.16.1. Advancements in the science and evidence-based practices of the SUD field; and

6.16.2. State and federal laws and rules relating to confidentiality.

6.17. The Contractor shall ensure staff attendance of all required training is documented in the staff members' records and shall provide a list of trained staff which includes dates and topics of training, to the Department, as requested.

7. Audit Requirements

7.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:

7.1.1. 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.

7.1.2. 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.

7.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

7.2. If Condition A exists, the Contractor must 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.

7.3. If Condition B or Condition C exists, the Contractor must submit an annual **financial audit** performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

7.4. 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.

7.5. 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 must 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.

7.6. In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings that addresses any and all findings.

7.7. The Contractor must ensure the corrective action plan uses SMART goals and objectives, and includes:

7.7.1. The action(s) that shall be taken to correct each deficiency;

7.7.2. The action(s) that shall be taken to prevent the reoccurrence of each

deficiency;

7.7.3. The specific steps and time line for implementing the actions above;

7.7.4. The plan for monitoring to ensure that the actions above are effective; and

7.7.5. How and when the Contractor shall report to the Department on progress on implementation and effectiveness

8. Exhibits Incorporated

8.1. 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.

8.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

8.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

9. Reporting Requirements

9.1. The Contractor shall report individual demographic data in WITS for all BDAS funded individuals as specified in the current WITS User Guide.

9.2. The Contractor shall report individual National Outcome Measures (NOMS) data in WITS for:

9.2.1. 100% of all individuals at admission.

9.2.2. 100% of all individuals who are discharged.

9.3. The Contractor shall report all data *necessary* for *calculation* of the following performance measures in WITS and as specified in the WITS User Guide:

9.3.1. Initiation: Percentage of individuals accessing services within 14 days of screening;

9.3.2. Engagement: Percentage of individuals receiving three (3) or more eligible services within 34 days of screening;

9.3.3. Retention: Percentage of individuals receiving six (6) or more eligible services within 60 days of screening;

9.3.4. Treatment completion: Percentage of individuals completing treatment; and

9.3.5. National Outcome Measures (NOMS):

9.3.5.1. Reduction in/no change in the frequency of both alcohol and other drug substance use at discharge compared date of first service.

9.3.5.2. Increase in/no change in number of individuals employed or in school on the date of last service compared to first service.

9.3.5.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service.

9.3.5.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service.

9.3.5.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service.

9.4. The Contractor shall report all other data, as specified in the WITS User Guide, to support the Department's analysis and reporting on demographics, performance, services and other factors as determined by the Department and in a format specified by the Department.

9.5. The Contractor shall complete monthly contract compliance reporting no later than the 10th day of the month following the reporting month in a format determined and as requested by the Department.

9.6. The Contractor shall submit quarterly contract compliance reporting no later than the 10th day of following month in a format determined and as requested by the Department.

9.7. The Contractor shall report all critical incidents to the Department in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

9.7.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well- being, including but not limited to:

9.7.1.1. Abuse;

9.7.1.2. Neglect;

9.7.1.3. Exploitation;

9.7.1.4. Rights violation;

9.7.1.5. Missing person;

9.7.1.6. Medical emergency;

9.7.1.7. Restraint; or

9.7.1.8. Medical error.

9.8. The Contractor shall submit additional information regarding critical incidents to the Department as requested and required.

9.9. The Contractor shall report critical incidents to other agencies as required by law.

9.10. The Contractor shall notify the Department in writing of all contact with law enforcement as soon as possible and no more than 24 hours following the incident.

9.11. The Contractor shall notify the Department in writing of all media contacts as soon as possible and no more than 24 hours following the incident.

9.12. The Contractor shall report in accordance with the Department's Sentinel Even Reporting guidance.

9.13. The Contractor shall refer to the current WITS User Guide for guidance on NOMS and other data reporting requirements.

10. Performance Measures

10.1. Contract performance shall be measured to evaluate service quality and efficacy in mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses. The following performance measures will be used by the Department to evaluate selected vendor performance:

10.1.1. Initiation: Percentage of individuals accessing services within 14 days of screening;

10.1.2. Engagement: Percentage of individuals receiving three (3) or more eligible services within 34 days of screening;

10.1.3. Retention: Percentage of individuals receiving six (6) or more eligible services within 60 days of screening;

10.1.4. Treatment completion: Percentage of individuals completing treatment; and

10.1.5. National Outcome Measures (NOMS): The percentage of individuals out of all individuals discharged improved in at least three (3) out of five (5) of the following NOMS outcome criteria:

10.1.5.1. Reduction in/no change in the frequency of both alcohol and other drug substance use at discharge compared to the period of 7 days before and the date of first service during an episode of care (or previous episode of care for individuals referred for services from a different BDAS contracted SUD treatment provider).

10.1.5.2. Increase in/no change in number of individuals employed or in school on the date of last service compared to first

service.

10.1.5.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service.

10.1.5.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service.

10.1.5.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service.

10.2. The Contractor shall meet or exceed baseline performance requirements as determined by the Department.

10.2.1. The Department will actively and regularly collaborate with the Contractor to develop a performance improvement structure that will enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

10.2.2. The Department may identify expectations for active and regular collaboration, including key performance measures, in this Agreement. Where applicable, the Contractor must collect and share data with the Department, as requested and in a format specified by the Department.

10.3. The Contractor shall participate in all quality improvement activities to ensure the standard of care for individuals, as directed and requested by the Department, including, but not limited to:

10.3.1. Electronic and in-person individual record reviews.

10.3.2. Site visits.

10.3.3. Training and technical assistance activities.

10.4. The Contractor shall monitor and manage the utilization of levels of care and service array to ensure services are offered through the term of the contract to maintain a consistent service capacity for SUD treatment and recovery support services statewide by monitoring the capacity such as staffing and other resources to consistently and evenly deliver these services.

10.5. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

10.6. The Contractor may be required to provide other key data and metrics to the Department, including individual-level demographic, performance, and service data.

10.7. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

11. Additional Terms

11.1. Impacts Resulting from Court Orders or Legislative Changes

11.1.1. 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.

11.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

11.2.1. The Contractor shall submit, within ten (10) days of the Agreement 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.

11.3. Credits and Copyright Ownership

11.3.1. If the Contractor wishes to publicly reference or market their use of American Society of Addiction Medicine (ASAM) criteria, or utilize language related to American Society of Addiction Medicine levels of care in promotion or marketing of their services, the Contractor must agree to sign and have in effect, the End User License Agreement with the State of New Hampshire prior to publicly referencing or marketing their services as such. The Contractor shall comply with the terms of Appendix F, End User License Agreement, or the Contractor shall not be permitted to publicly reference or market their use of anything related to ASAM.

11.3.2. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

11.3.3. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

11.3.4. The Department shall retain copyright ownership for any and all

original materials produced, including, but not limited to:

11.3.4.1. Brochures.

11.3.4.2. Resource directories.

11.3.4.3. Protocols or guidelines.

11.3.4.4. Posters.

11.3.4.5. Reports.

11.3.5. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

11.4. Operation of Facilities: Compliance with Laws and Regulations

11.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement 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.

11.4.2. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.

11.4.3. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.

11.4.4. The Contractor shall ensure facilities where services are provided meet all the applicable laws, rules, policies, and standards.

11.4.5. The Contractor shall submit a transition plan for Department approval no later than 30 days from the contract effective date of the resulting contract that specifies actions to be taken in the event that the selected vendor can no longer provide services. The selected Contractor shall ensure the transition plan includes, but is not limited to:

11.4.5.1. An action plan that ensures the seamless transition of individuals to alternative providers with no gap in services;

11.4.5.2. Where and how individual records will be transferred to ensure no gaps in services, ensuring the Department is not identified as the entity responsible for individual records; and

11.4.5.3. Individual notification processes and procedures for transitioning records.

11.4.6. The Contractor shall comply with applicable federal and state laws, rules and regulations, applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.

11.4.7. The Contractor shall comply with all information security and privacy requirements as set by the Department.

11.5. Eligibility Determinations

11.5.1. If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

11.5.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

11.5.3. In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

11.5.4. The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

11.6. Records

11.6.1. The Contractor shall keep records that include, but are not limited to:

11.6.1.1. 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.

11.6.1.2. 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.

11.6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.

11.6.1.4. Medical records on each individual who receives services.

11.6.2. During the term of this Agreement 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 Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) 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 Operational Requirements

1. **Requirements for Organizational or Program Changes.**
   - 1.1. The Contractor shall provide written notification to the no later than 30 days prior to changes in:
     - 1.1.1. Ownership;
     - 1.1.2. Physical location; or
     - 1.1.3. Name.
   - 1.2. The Contractor shall submit a copy of the certificate of amendment from the New Hampshire Secretary of State with the effective date of the change to the Department, when there is a change in the name of the ownership, physical location, or name of the organization,
2. **Inspections and Administrative Remedies**
   - 2.1. The Contractor shall allow any Department representative at any time to be admitted on the premises to inspect:
     - 2.1.1. The facility;
     - 2.1.2. All programs and services provided through this Agreement; and
     - 2.1.3. Any records required by the Agreement.
   - 2.2. The Contractor shall be issued a notice of deficiencies when the Department determines that the Contractor is in violation of any contract requirements. The Contractor shall receive written notice from the Department, as applicable which:
     - 2.2.1. Identifies each deficiency;
     - 2.2.2. Identifies the specific proposed remedy(ies); and
     - 2.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 541-A and NH Administrative Rule He-C 200.
   - 2.3. The Contractor shall receive administrative remedies from the Department for violations of contract requirements, which may include, but is not limited to:
     - 2.3.1. The requirement to submit a plan of correction (POC).
     - 2.3.2. The imposition of a POC by the Department.
     - 2.3.3. Contract suspension.
     - 2.3.4. Contract Revocation.
3. **Plans of Corrective Action**
   - 3.1. The Contractor shall submit a written POC to the Department within 21 days of receiving a notice of deficiencies, for review and acceptance. The Contractor shall ensure the POC includes, but is not limited to:
     - 3.1.1. Steps to be taken to correct each deficiency.

3.1.2. Measures that will be put in place.

3.1.3. System changes to be made to ensure that the deficiency does not recur.

3.1.4. The date by which each deficiency will be corrected, ensuring the correction occurs no later than 90 days from the date the POC is submitted to the Department.

3.2. The Contractor shall ensure each POC:

3.2.1. Achieves compliance with contract requirements;

3.2.2. Addresses all deficiencies and deficient practices as cited in the notice of deficiencies; and

3.2.3. Mitigates the likelihood of a new violation of contract requirements as a result of implementation of the POC.

3.3. The Department shall notify the Contractor of the reasons for rejection of the POC, if the POC is not accepted. The Contractor shall:

3.3.1. Develop and submit a revised POC within 21 days of the date of the written notification of POC rejections.

3.3.2. Ensure the revised POC complies with POC standards identified above.

3.4. The Contractor shall be subject to a directed POC from the Department that specifies the corrective actions to be taken when:

3.4.1. Deficiencies were identified during an inspection that require immediate corrective action to protect the health and safety of the individuals receiving services or staff providing services.

3.4.2. The original POC is not submitted within 21 days of the date of the written notification of deficiencies;

3.4.3. The revised POC is rejected by the Department; or

3.4.4. The POC is not implemented by the completion date identified in the Department-accepted POC.

3.5. The Contractor shall admit and allow the Department access to the premises and records related to the Department-accepted POC, after the completion date identified in the POC, in order to verify the implementation of the POC, which may include, but is not limited to:

3.5.1. Review of materials submitted by the Contractor;

3.5.2. Follow-up inspection; or

3.5.3. Review of compliance during the next scheduled inspection.

4. **Duties and Responsibilities**

4.1. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to individuals on an ongoing basis.

4.2. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.

4.3. The Contractor shall employ an administrator responsible for the day-to-day operations of services provided in this Agreement. The Contractor shall:

4.3.1. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and

4.3.2. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor, the staff position(s) to be delegated, and the authority and responsibility to act in the administrator's behalf when the administrator is absent.

4.4. The Contractor shall ensure the following documents are posted in a public area:

4.4.1. A copy of the Contractor's policies and procedures relative to the implementation of rights and responsibilities for individuals receiving services, including confidentiality per 42 CFR Part 2; and

4.4.2. The Contractor's plan for fire safety, evacuation, and emergencies, identifying the location of, and access to all fire exits.

4.5. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the Department.

4.6. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the Department, and all court orders.

4.7. The Contractor shall follow the required procedures for the care of the individuals, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007 for residential programs, if the Contractor accepts an individual who is known to have a disease reportable under NH Administrative Rule He-P 301, or an infectious disease.

4.8. The Contractor shall comply with state and federal regulations on confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12.

4.9. The Contractor shall develop policies and procedures regarding the release of information contained in individual service records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.

4.10. The Contractor shall ensure all records relating to services provided through this Agreement are legible, current, accurate, and available to the Department during an inspection or investigation.

4.11. The Contractor shall ensure service site(s) are accessible to individuals with a disability, using Americans with Disabilities Act (ADA) accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq. The Contractor shall ensure service sites include:

4.11.1. A reception area separate from living and treatment areas;

4.11.2. A private space for personal consultation, charting, treatment and social activities, as applicable;

4.11.3. Secure storage of active and closed confidential individual records; and

4.11.4. Separate and secure storage of toxic substances.

4.12. The Contractor shall establish a code of ethics for staff that includes a mechanism for reporting unethical conduct.

4.13. The Contractor shall develop, implement, and maintain specific policies, including:

4.13.1. Rights, grievance, and appeals policies and procedures for individuals receiving services;

4.13.2. Progressive discipline, leading to administrative discharge;

4.13.3. Reporting and appealing staff grievances;

4.13.4. Alcohol and other drug use while in treatment;

4.13.5. Individual and employee smoking that are in compliance with Exhibit B, Section 3.16;

4.13.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;

4.13.7. Holding an individual's possessions;

4.13.8. Secure storage of staff medications;

4.13.9. Medication belonging to individuals receiving services;

4.13.10. Urine specimen collection, as applicable, that:

4.13.10.1. Ensures collection is conducted in a manner that preserves individual privacy as much as possible; and

4.13.10.2. Minimizes falsification;

4.13.11. Safety and emergency procedures on:

4.13.11.1. Medical emergencies;

4.13.11.2. Infection control and universal precautions, including the use of protective clothing and devices;

4.13.11.3. Reporting injuries;

4.13.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures; and

4.13.11.5. Emergency closings,;

4.13.12. The Contractor shall develop, implement and maintain procedures for:

4.13.12.1. Protection of individual records that govern use of records, storage, removal, conditions for release of information, and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and

4.13.12.2. Quality assurance and improvement.

5. Collection of Fees.

5.1. The Contractor shall maintain procedures regarding collections from individual fees, private or public insurance, and other payers responsible for the individual's finances; and

5.2. The Contractor shall provide the individual, and the individual's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge at the time of screening and admission,

6. Screening and Denial of Services

6.1. The Contractor shall maintain a record of all individual screenings, including:

6.1.1. The individual's name and/or unique identifier;

6.1.2. The individual's referral source;

6.1.3. The date of initial contact from the individual or referring agency;

6.1.4. The date of screening; and

6.1.5. The result of the screening, including the reason for denial of services if applicable;

6.2. The Contractor shall record all referrals to and coordination with the Doorway and interim services, or the reason that the referral was not made, for any individual who is placed on a waitlist. The Contractor shall:

6.2.1. Record all contact with the individual between screening and removal from the waitlist; and

6.2.2. Record the date the individual was removed from the waitlist and the reason for removal.

6.3. In the instance an individual requesting services is denied service(s), the Contractor shall:

6.3.1. Inform the individual of the reason for denial of service(s); and

6.3.2. Assist the individual in identifying and accessing appropriate available treatment.

6.4. The Contractor shall not deny services to an individual solely because the individual:

6.4.1. Previously left treatment against the advice of staff;

6.4.2. Relapsed from an earlier treatment;

6.4.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or

6.4.4. Has been diagnosed with a mental health disorder.

6.5. The Contractor shall report on denial of services to individuals at the request of the Department.

7. **Staffing Requirements**

7.1. The Contractor shall develop a current job descriptions for all staff, including contracted staff, volunteers, and student interns, which includes:

7.1.1. Job title;

7.1.2. Physical requirements of the position;

7.1.3. Education and experience requirements of the position;

7.1.4. Duties of the position;

7.1.5. Positions supervised; and

7.1.6. Title of immediate supervisor.

7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which includes, but is not limited to:

7.2.1. Requiring a prospective employees to sign a releases to allow the Contractor to conduct a criminal record check;

7.2.2. Requiring the administrator or designee to obtain and review criminal record checks from the New Hampshire Department of Safety for each prospective employee;

7.2.3. Ensuring criminal record check standards are reviewed to ensure the health, safety, or well-being of individuals, beyond which shall be reason for non-selection for employment, including the following:

7.2.3.1. Felony convictions in this or any other state;

7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and

7.2.3.3. Findings by the Department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and

7.2.4. Waiver of 7.2.3 above for good cause shown.

7.3. The Contractor shall ensure all staff, which includes contracted staff, meet the educational, experiential, and physical qualifications of the position as listed in their job description. The Contractor shall ensure staff:

7.3.1. Do not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;

7.3.2. Are licensed, registered or certified as required by state statute and as applicable;

7.3.3. Receive an orientation within the first three (3) days of work or prior to direct contact with individuals, which includes:

7.3.3.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;

7.3.3.2. The Contractor's policies on the rights, responsibilities, and complaint procedures for individuals receiving services;

7.3.3.3. Federal and state confidentiality requirements;

7.3.3.4. Grievance procedures;

7.3.3.5. Job duties, responsibilities, policies, procedures, and guidelines;

7.3.3.6. Topics covered by both the administrative and personnel manuals;

7.3.3.7. The Contractor's infection prevention program;

7.3.3.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of staff in an emergency; and

7.3.3.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and

7.3.4. Sign and date documentation that they have taken part in an orientation as described above;

7.3.5. Complete a mandatory annual in-service education, which includes a review of all elements described above.

7.4. The Contractor shall ensure, prior to having contact with individuals receiving services, that employees and contracted employees:

7.4.1. Submit proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:

7.4.1.1. The name of the examinee;

7.4.1.2. The date of the examination;

7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;

7.4.1.4. Results of a 2-step TB test, Mantoux method or other method approved by the Centers for Disease Control; and

7.4.1.5. The dated signature of the licensed health practitioner.

7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and

7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person either has a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium TB through shared air space with persons with infectious TB.

7.5. The Contractor shall ensure employees, contracted employees, volunteers and independent Contractors who have direct contact with individuals who have a history of TB or a positive skin test have a symptomatology screen of a TB test.

7.6. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student intern, volunteer, and contracted staff, which includes, but is not limited to:

7.6.1. A completed application for employment or a resume.

7.6.2. Identification data.

7.6.3. The education and work experience of the employee.

7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:

7.6.4.1. Position title;

7.6.4.2. Qualifications and experience; and

7.6.4.3. Duties required by the position.

7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable.

7.6.6. A signed and dated record of orientation as required above.

7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable.

7.6.8. Records of screening for communicable diseases results required above.

7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary.

7.6.10. Documentation of annual in-service education as required above that includes date of completion and signature of staff.

7.6.11. Information as to the general content and length of all continuing education or educational programs attended;

7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the individual's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy;

7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that the individual:

7.6.13.1. Does not have a felony conviction in this or any other state;

7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect, or exploitation or pose a threat to the health, safety or well-being of an individual; and

7.6.13.3. Has not had a finding by the Department or any administrative agency in NH or any other state for assault, fraud, abuse, neglect or exploitation of any person; and

7.6.14. Documentation of the criminal records check and any waivers, as applicable.

7.7. An individual need not re-disclose any of the matters in the criminal background check if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.

8. **Clinical Supervision of Unlicensed Counselors**

8.1. The Contractor shall ensure all unlicensed counselors providing treatment, education and/or recovery support services; and all uncertified CRSWs, are under the direct supervision of a licensed supervisor.

8.2. The Contractor shall ensure no licensed supervisor supervises more than 12 unlicensed staff, unless the Department has approved an alternative supervision plan.

8.3. The Contractor shall ensure unlicensed counselors receive a minimum of one (1) hour of supervision for every 20 hours of direct contact with individuals receiving services;

8.4. The Contractor ensures supervision is provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;

8.5. The Contractor shall ensure supervision includes:

8.5.1. Review of case records;

8.5.2. Observation of interactions with individuals receiving services;

8.5.3. Skill development; and

8.5.4. Review of case management activities;

8.6. The Contractor shall ensure supervisors maintain a log of the supervision date, duration, content and who was supervised by whom; and

8.7. The Contractor shall ensure staff licensed or certified shall receive supervision in accordance with the requirement of their licensure.

9. Orientation for Individuals Receiving Services

9.1. The Contractor shall conduct an orientation for individuals receiving services upon admission to program, either individually or by group, that includes:

9.1.1. Rules, policies, and procedures of the program and facility;

9.1.2. Requirements for successfully completing the program;

9.1.3. The administrative discharge policy and the grounds for administrative discharge;

9.1.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and

9.1.5. Requiring the individual to sign and date a receipt that the orientation was conducted.

10. Treatment Plans

10.1. The Contractor shall ensure a licensed counselor or an unlicensed counselor, under the supervision of a licensed counselor, develops and maintains a written treatment plan for each individual receiving services in accordance with SAMHSA TAP 21: Addiction Counseling Competencies, which addresses all ASAM domains. The Contractor shall ensure the treatment plan:

10.1.1. Identifies the individual's clinical needs, treatment goals, and objectives.

10.1.2. Identifies the individual's strengths and resources for achieving goals and objectives above;

10.1.3. Defines the strategy for providing services to meet the individual's needs, goals, and objectives;

10.1.4. Identifies and documents referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;

10.1.5. Provides the criteria for terminating specific interventions;

10.1.6. Includes specification and description of the indicators to be used to assess the individual's progress;

10.1.7. Includes documentation of participation in the treatment planning process or the reason why the individual did not participate; and

10.1.8. Includes signatures of the individual and the counselor agreeing to the treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.

10.1.9. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB.

11. Group education and counseling

11.1. The Contractor shall maintain an outline of each educational and group therapy session provided.

11.2. The Contractor shall ensure all group counseling sessions are limited to 12 individuals or fewer per counselor.

12. Progress notes

12.1. The Contractor shall ensure progress notes are completed for each individual, group, or family treatment or education session.

12.2. The Contractor shall ensure progress notes include, but not limited to:

12.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;

12.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and

12.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session.

13. Discharge and Transfer

13.1. The Contractor shall discharge an individual from a program for the following reasons:

13.1.1. Program completion or transfer based on changes in the individual's functioning relative to ASAM criteria;

13.1.2. Program termination, including:

13.1.2.1. Administrative discharge;

13.1.2.2. Non-compliance with the program;

13.1.2.3. The individual left the program before completion against advice of treatment staff; and

13.1.3. The individual is inaccessible, due to reasons that may include incarceration or hospitalization.

13.2. The Contractor shall ensure that counselors complete a narrative discharge summary in all cases of individual discharge or transfer. The Contractor shall ensure the discharge summary includes, but is not limited to:

13.2.1. The dates of admission and discharge or transfer.

13.2.2. The individual's psychosocial substance misuse history and legal history.

13.2.3. A summary of the individual's progress toward treatment goals in all ASAM domains.

13.2.4. The reason for discharge or transfer.

13.2.5. The individual's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment.

13.2.6. A summary of the individual's physical and mental health condition at the time of discharge or transfer.

13.2.7. A continuing care plan, including all ASAM domains.

13.2.8. A determination as to whether the individual would be eligible for re-admission to treatment, if applicable.

13.2.9. The dated signature of the counselor completing the summary.

13.3. The Contractor shall ensure the discharge summary is completed:

13.3.1. No later than seven (7) days following an individual's discharge or transfer from the program; or

13.3.2. For withdrawal management services, by the end of the next business day following an individual's discharge or transfer from the program.

13.4. The Contractor shall ensure, when transferring an individual from one level of care to another within the same certified Contractor agency or to another treatment provider, the counselor:

13.4.1. Completes a progress note on the client's treatment and progress towards treatment goals, to be included in the individual's record; and

13.4.2. Updates the individual assessment and treatment plan.

13.5. The Contractor shall forward copies of the information to a receiving provider when transferring an individual to another treatment provider, upon receiving a signed release of confidential information from the individual. The Contractor shall ensure information includes:

13.5.1. The discharge summary;

13.5.2. Individual demographic information, including the individual's name, date of birth, address, telephone number, and the last four (4) digits of their Social Security number; and

13.5.3. A diagnostic assessment statement and other assessment information, including:

13.5.3.1. TB test results;

13.5.3.2. A record of the individual's treatment history; and

13.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.

13.6. The Contractor shall ensure the counselor meets with the individual at the time of discharge or transfer to establish a continuing care plan. The Contractor shall ensure the continuing care plan:

13.6.1. Includes recommendations for continuing care in all ASAM domains;

13.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and

13.6.3. Assists the individual in making contact with other agencies or services.

13.7. The Contractor shall ensure the counselor documents, in the individual's service record, if and why the meeting described above could not take place.

13.8. The Contractor shall ensure individuals receiving services through this Agreement are only administratively discharged for the following reasons:

13.8.1. The individual's behavior on program premises is abusive, violent, or illegal;

13.8.2. The individual is non-compliant with prescription medications;

13.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the individual's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or

13.8.4. The individual violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

14. Individual Service Record System

14.1. The Contractor shall implement a comprehensive system in paper and/or electronic format to maintain service records for each individual receiving services. The Contractor shall ensure service records are:

14.1.1. Organized into related sections with entries in chronological order;

14.1.2. Easy to read and understand;

14.1.3. Complete, containing all the parts;

14.1.4. In compliance with all applicable confidentiality laws, including 42 CFR Part 2 and Exhibit K;

14.1.5. Up-to-date, including notes of most recent contacts; and

14.1.6. Accessible to the Department upon request.

14.2. The Contractor shall ensure service records are organized as follows:

14.2.1. First section, Intake/Initial Information:

14.2.1.1. Identification data, including the individual's:

14.2.1.1.1. Name;

14.2.1.1.2. Date of birth;

14.2.1.1.3. Address;

14.2.1.1.4. Telephone number; and

14.2.1.1.5. The last four (4) digits of the individual's Social Security number;

14.2.1.2. The date of admission;

14.2.1.3. Name, address, and telephone number of the individual's:

14.2.1.3.1. Legal guardian;

14.2.1.3.2. Representative payee;

14.2.1.3.3. Emergency contact;

14.2.1.3.4. The person or entity referring the individual for services, as applicable;

14.2.1.3.5. Primary health care provider;

14.2.1.3.6. Behavioral health care provider, if applicable;

14.2.1.3.7. Public or private health insurance provider(s), or both;

14.2.1.4. The individual's religious preference, if any;

14.2.1.5. The individual's personal health history;

14.2.1.6. The individual's mental health history;

14.2.1.7. Current medications;

14.2.1.8. Records and reports prepared prior to the individual's current admission and determined by the counselor to be relevant; and

14.2.1.9. Signed receipt of notification of individual rights;

14.2.2. Second section, Screening/Assessment/Evaluation:

14.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit B.

14.2.3. Third section, Treatment Planning:

14.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Exhibit B and in this Exhibit B-1; and

14.2.3.2. Signed and dated progress notes and reports from all programs involved.

14.2.4. Fourth section, Discharge Planning:

14.2.4.1. A narrative discharge summary, as required in this Exhibit B-1.

14.2.5. Fifth section, Releases of Information/Miscellaneous:

14.2.5.1. Release of information forms compliant with 42 CFR, Part 2;

14.2.5.2. Any correspondence pertinent to the individual; and

14.2.5.3. Any other pertinent information the Contractor deemed significant.

14.3. If the Contractor utilizes a paper format record system, then the sections identified above shall be tabbed sections.

15. Medication Services

15.1. The Contractor shall ensure no administration of medications, including physician samples, occur except by a licensed medical practitioner working within their scope of practice.

15.2. The Contractor shall ensure all prescription medications brought by an individual to program are in their original containers and legibly display the following information:

15.2.1. The individual's name;

15.2.2. The medication name and strength;

15.2.3. The prescribed dose;

15.2.4. The route of administration;

15.2.5. The frequency of administration; and

15.2.6. The date ordered.

15.3. The Contractor shall ensure any change or discontinuation of prescription medications includes a written order from a licensed practitioner.

15.4. The Contractor shall ensure all prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the individual's person or stored in the individual's room, are stored as follows: DS

15.4.1. All medications are kept in a storage area that is:

15.4.1.1. Locked and accessible only to authorized personnel;

15.4.1.2. Organized to allow correct identification of each individual's medication(s);

15.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and

15.4.1.4. Equipped to maintain medication at the proper temperature;

15.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, are kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and

15.4.3. Topical liquids, ointments, patches, creams and powder forms of products are stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.

15.5. The Contractor shall ensure medication belonging to staff are only accessible to staff and are stored separately from medications belonging to individuals served.

15.6. The Contractor shall ensure over-the-counter (OTC) medications brought into the program by individuals receiving services are:

15.6.1. In original, unopened containers;

15.6.2. Are stored in accordance with this Exhibit B-1;

15.6.3. Are marked with the name of the individual using the medication; and

15.6.4. Are taken in accordance with the directions on the medication container or as ordered by a licensed practitioner.

15.7. The Contractor shall ensure all medications self-administered by an individual, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the individual without supervision, are supervised by the program staff. The Contractor shall ensure staff:

15.7.1. Remind the individual to take the correct dose of their medication at the correct time;

15.7.2. May open the medication container but do not physically handle the medication itself in any manner; and

15.7.3. Remain with the individual to observe them taking the prescribed dose and type of medication;

15.7.4. Document each medication taken in an individual's medication log, which includes:

15.7.4.1. The medication name, strength, dose, frequency and route of administration;

15.7.4.2. The date and the time the medication was taken;

15.7.4.3. The signature or identifiable initials of the staff supervising the consumption of the medication by the individual receiving services; and

15.7.4.4. The reason for any medication refused or omitted, as applicable.

15.8. The Contractor shall ensure the individual's medication log is included in the individual's record and any remaining medication is taken with the individual upon their discharge.

16. Notice of Rights for Individuals Receiving Services

16.1. The Contractor shall ensure programs inform individuals of their rights in clear, understandable language and form, both verbally and in writing. The Contractor shall ensure:

16.1.1. Applicants for services are informed of their rights to evaluations and access to treatment;

16.1.2. Individuals are advised of their rights upon entry into any program and annually thereafter; and

16.1.3. Initial and annual notifications of individual rights are documented in the individual's record.

16.2. The Contractor shall ensure every program within the service delivery system posts notice of the rights, as follows:

16.2.1. The notice is continually posted in an area accessible by all;

16.2.2. The notice is presented in clear, understandable language and form; and

16.2.3. Each program and residence has, on the premises, complete copies of rules pertaining to individual rights that are available for individual review.

17. Fundamental Rights of Individuals Receiving Services

17.1. The Contractor shall ensure no individual receiving treatment for a substance use disorder is deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.

18. Personal Rights

18.1. The Contractor shall ensure individuals who are applicants for services or receiving services are treated by program staff with dignity and respect at all times.

18.2. The Contractor shall ensure individuals are free from abuse, neglect and exploitation which may include, but is not limited to:

18.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;

18.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the individual or others; and

18.2.3. Freedom from personal or financial exploitation.

18.3. The Contractor shall ensure individuals receiving services retain the right to privacy.

19. Client Confidentiality

19.1. The Contractor shall comply with the confidentiality requirements in 42 CFR part 2.

19.2. The Contractor shall ensure copies of individual service records for the individual, attorney or other authorized person are available at no charge for the first 25 pages and not more than $0.25 per page thereafter, after review of the record.

19.3. The Contractor shall ensure, if a minor age 12 or older is treated for substance use disorders without parental consent as authorized by RSA 318:B12-a:

19.3.1. The minor's signature alone authorizes a disclosure; and

19.3.2. Any disclosure to the minor's parents or guardians requires a signed authorization to release.

20. Grievances of Individuals Receiving Services

20.1. The Contractor shall ensure individuals receiving services have the right to complain about any matter, including any alleged violation of a right afforded by this Exhibit B-1 or by any state or federal law or rule.

20.2. The Contractor shall ensure any person has the right to complain or bring a grievance on behalf of an individual or a group of individuals.

21. Treatment Rights

21.1. The Contractor shall ensure individuals receiving services have the right to adequate and humane treatment, including:

21.1.1. The right of access to treatment including:

21.1.1.1. The right to evaluation to determine an individual's need for services and to determine which programs are most suited to provide the services needed; and

21.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and

21.1.2. The right to quality treatment including:

21.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the individuals and

programs providing the treatment and to the conditions for which the individual is being treated;

21.1.3. The right to receive services in such a manner as to promote the individual's full participation in the community;

21.1.4. The right to receive all services or treatment to which an individual is entitled in accordance with the time frame set forth in the individual's treatment plan;

21.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with this Exhibit B-1 which addresses the individual's own goals;

21.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the individual to participate in meaningful activities in the communities in which the individual lives and works;

21.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:

21.1.7.1. Freedom of movement; and

21.1.7.2. Participation in the community, while providing the level of support needed by the individual;

21.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:

21.1.8.1. Whenever possible, the consent shall be given in writing; and

21.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;

21.1.9. The right to refuse to participate in any form of experimental treatment or research;

21.1.10. The right to be fully informed of one's own diagnosis and prognosis;

21.1.11. The right to voluntary placement including the right to:

21.1.11.1. Seek changes in placement, services or treatment at any time; and

21.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;

21.1.12. The right to services which promote independence including services directed toward:

21.1.12.1. Eliminating, or reducing as much as possible, the individual's needs for continued services and treatment; and

21.1.12.2. Promoting the ability of the individuals to function at their highest capacity and as independently as possible;

21.1.13. The right to refuse medication and treatment;

21.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;

21.1.15. The right to consultation and second opinion including:

21.1.15.1. At the individual's own expense, the consultative services of:

21.1.15.1.1. Private physicians;

21.1.15.1.2. Psychologists;

21.1.15.1.3. Licensed drug and alcohol counselors; and

21.1.15.1.4. Other health practitioners; and

21.1.15.2. Granting to such health practitioners reasonable access to the individual, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;

21.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring an individual's participation and informed decision-making:

21.1.16.1. Guardian;

21.1.16.2. Representative;

21.1.16.3. Attorney;

21.1.16.4. Family member;

21.1.16.5. Advocate; or

21.1.16.6. Consultant; and

21.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical, or pharmacological restraint, unless the individual is at risk of self-harm or harm to others.

21.2. The Contractor shall ensure no treatment professional is required to administer treatment contrary to such professional's clinical judgment.

21.3. The Contractor shall ensure programs maximize the decision-making authority of the individual.

21.4. The Contractor shall ensure the following provisions apply to individuals for whom a guardian has been appointed by a court:

21.4.1. The guardian and all individuals involved in the provision of services are made aware of the individual's views, preferences and aspirations;

21.4.2. A guardian only makes decisions that are within the scope of the powers set forth in the guardianship order issued by the court;

21.4.3. The program requests a copy of the guardianship order from the guardian;

21.4.4. The order is kept in the individual's record at the program;

21.4.5. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the individual's choice and preference relative to those issues prevail unless the guardian's authority is expanded by the court to include those issues;

21.4.6. A program takes steps that are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:

21.4.6.1. Reviewing with the guardian the limits on their decision-making authority; and

21.4.6.2. Bringing the matter to the attention of the court that appointed the guardian, if necessary;

21.4.7. The guardian acts in a manner that furthers the best interests of the individual;

21.4.8. In acting in the best interests of the individual, the guardian takes the views, preferences, and aspirations of the individual into consideration;

21.4.9. The program takes steps that are necessary to prevent a guardian from acting in a manner that does not further the best interests of the individual and, if necessary, brings the matter to the attention of the court that appointed the guardian; and

21.4.10. In the event that there is a dispute between the program and the guardian, the program informs the guardian of their right to bring the dispute to the attention of the court that appointed the guardian.

22. Termination of Services

22.1. The Contractor shall terminate an individual from services if the individual:

22.1.1. Endangers or threatens to endanger other individuals or staff, or engages in illegal activity on the property of the program;

22.1.2. Is no longer benefiting from the service(s) provided;

22.1.3. Cannot agree with the Contractor on a mutually acceptable course of treatment;

22.1.4. Refuses to pay for the services received despite having the financial resources to do so; or

22.1.5. Refuses to apply for benefits that could cover the cost of the services received despite the fact that the individual is or may be eligible for benefits.

22.2. The Contractor shall ensure termination does not occur unless the program has given both written and verbal notice to the individual and individual's guardian, if any, that:

22.2.1. Identifies the effective date of termination;

22.2.2. Lists the clinical or management reasons for termination; and

22.2.3. Explains the rights to appeal and the appeal process.

22.3. The Contractor shall document in the service record of an individual who has been terminated that:

22.3.1. The individual has been notified of the termination; and

22.3.2. The termination has been approved by the program administrator.

23. Rights for Individuals Receiving Residential Programs

23.1. The Contractor shall ensure individuals of residential programs retain the following rights:

23.1.1. The right to a safe, sanitary, and humane living environment;

23.1.2. The right to privately communicate with others, including:

23.1.2.1. The right to send and receive unopened and uncensored correspondence;

23.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive a reasonable number of telephone calls, except that residential programs may require an individual to reimburse them for the cost of any calls made by the individual; and

23.1.2.3. The right to receive and to refuse to receive visitors, except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services;

23.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for individuals to engage in such activities;

23.1.4. The right to privacy, including the following:

23.1.4.1. The right to courtesies that include, but are not limited to, knocking on closed doors before entering and ensuring privacy for telephone calls and visits;

23.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and

23.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;

23.1.5. The right to individual choice, including the following:

23.1.5.1. The right to keep and wear their own clothes;

23.1.5.2. The right to space for personal possessions;

23.1.5.3. The right to keep and to read materials of their own choosing;

23.1.5.4. The right to keep and spend their own money; and

23.1.5.5. The right not to perform work for the Contractor and to be compensated for any work performed, except that:

23.1.5.5.1. Individuals may be required to perform personal housekeeping tasks within the individual's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and

23.1.5.5.2. Individuals may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the individual is compensated for work performed; and

23.1.5.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.

23.2. The Contractor shall ensure policies governing individual behavior within a residence are developed, implemented, and available to the Department as requested. The Contractor shall ensure:

23.2.1. Individuals are informed of any house policies upon admission to the residence.

23.2.2. House policies are posted and such policies shall conform to this section.

23.2.3. House policies are periodically reviewed for compliance with this section in connection with quality assurance site visits.

23.2.4. Notwithstanding Section 23.1.4.3 above, development of policies and procedures allowing searches for alcohol and illicit drugs to be conducted:

23.2.4.1. Upon the individual's admission to the program; and

23.2.4.2. If probable cause exists, including such proof as:

23.2.4.2.1. A positive test showing presence of alcohol or illegal drugs; or

23.2.4.2.2. Showing physical signs of intoxication or withdrawal.

24. State and Federal Requirements

24.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall take precedence. The requirements specified below are provided herein to increase the Contractor's compliance.

24.2. The Contractor agrees to the following state and/or federal requirements for specialty treatment for pregnant and parenting women:

24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.2. The program provides or arranges for primary medical care for women who are receiving substance use disorder services, including prenatal care.

24.2.3. The program provides or arranges for childcare with the women are receiving services.

24.2.4. The program provides or arranges for primary pediatric care for the women's children, including immunizations.

24.2.5. The program provides or arranges for gender-specific substance use disorder treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, neglect, and parenting.

24.2.6. The program provides or arranges for therapeutic interventions for children in custody of women in treatment that may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.

24.2.7. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.

24.3. The Contractor shall assist the individual in finding and engaging in a service, which may include, but is not limited to, helping the individual locate an

appropriate provider, referring individuals to the needed service provider, setting up appointments for individuals with those providers, and assisting the individual with attending appointments with the service provider(s).

24.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:

24.4.1. Within seven (7) days of reaching 90% of capacity, the program notifies the Department that 90% capacity has been reached.

24.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug use not later than:

24.4.2.1. 14 days after making the request; or

24.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance use disorder treatment program.

24.4.3. The program has established a waitlist that includes a unique patient identifier for each injecting drug user seeking treatment, including individuals receiving interim services while awaiting admission.

24.4.4. The program has a mechanism that enables it to:

24.4.4.1. Maintain contact with individuals awaiting admission;

24.4.4.2. Admit or transfer waiting list individuals at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the individual; and

24.4.4.3. The program takes individuals awaiting treatment off the waiting list only when one of the following conditions exist:

24.4.4.3.1. Individuals cannot be located for admission into treatment or

24.4.4.3.2. Individuals refuse treatment

24.4.5. The program includes activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach that can reasonably be expected to be an effective outreach method.

24.4.6. The program has procedures for:

24.4.6.1. Selecting, training, and supervising outreach workers.

24.4.6.2. Contacting, communicating, and following up with individuals at high-risk of substance misuse, their associates, and

neighborhood residents within the constraints of Federal and State confidentiality requirements.

24.4.6.3. Promoting awareness among people who inject drugs about the relationship between injection drug use and communicable diseases.

24.4.6.4. Recommending steps that can be taken to ensure communicable diseases do not occur.

24.4.7. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance use disorder services, except in cases when each of the following conditions is met:

24.4.7.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.

24.4.7.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.

24.4.7.3. A physician makes a determination that the following conditions have been met:

24.4.7.3.1. The primary diagnosis of the individual is substance use disorder and the physician certifies that fact.

24.4.7.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.

24.4.7.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.

24.4.7.3.4. The hospital-based substance use disorder program follows national standards of substance use disorder professional practice.

24.4.7.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)

24.4.8. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.

24.4.9. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.

24.4.10. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.

24.4.11. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.

24.4.12. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.

24.4.13. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.

24.4.14. The program uses the SAPT Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:

24.4.14.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program; and

24.4.14.2. Secure payments from individuals for services in accordance with their ability to pay.

24.4.15. The Contractor shall comply with all relevant state and federal laws such as but not limited to:

24.4.15.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale in Exhibit C shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.

24.4.15.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT C

Payment Terms

1. This Agreement is funded by:

   1.1. 25.00%, federal funds from the Substance Abuse Prevention and Treatment Block Grant, as awarded October 1, 2020 and October 1, 2022, by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, CFDA 93.959 FAIN TI083464.

   1.2. 44.26%, federal funds from the State Opioid Response Grant, as awarded September 30, 2021, by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, CFDA # 93.788, FAIN TI083326, which are only ***effective from the contract effective date through September 29, 2022***.

   1.3. 12.88% General funds.

   1.4. 17.87% Other funds (Governors Commission).

2. For the purposes of this Agreement:

   2.1. The Department has identified the Contractor as a SUBRECIPIENT, in accordance with 2 CFR 200.331.

   2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.

   2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.

3. 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 item, as specified in Exhibit C-1, SUD Treatment Services Budget through Exhibit C-3, SUD Treatment Services Budget.

   3.1. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.

   3.2. Ensure approval for Exhibit C-1, SUD Treatment Services Budget through Exhibit C-3, SUD Treatment Services Budget is received from the Department prior to submitting invoices for payment.

   3.3. Request payment for actual expenditures incurred in the fulfillment of this Agreement, and in accordance with the Department-approved budgets.

4. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 days from the contract Effective Date, which shall be retained by the Department. The Contractor shall submit budgets as follows:

   4.1. One (1) budget for each tiered service that specifies expenses for the period from October 1, 2021 through June 30, 2022, as follows

4.1.1. Exhibit C-1, SUD Treatment Services Budget

5. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2022, which shall be retained by the Department. The Contractor shall submit budgets as follows:

5.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2022 through June 30 2023, as follows:

5.1.1. Exhibit C-2, SUD Treatment Services Budget

6. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2023, which shall be retained by the Department. The Contractor shall submit budgets as follows:

6.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2023 through September 29, 2023, as follows:

6.1.1. Exhibit C-3, SUD Treatment Services Budget

7. The Contractor shall bill and seek reimbursement for services provided to individuals as follows:

7.1. 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.

7.2. 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.

7.3. For individuals whose private insurer will not remit payment for the full amount, the Contractor shall bill the individual based on the sliding fee scale below.

Percentage of Individual's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit C-1, to Charge the Individual
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

7.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in approved budgets for which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor shall directly bill the Department to access funds in this Agreement.

7.5. Invoices for individuals without health insurance or other coverage for the services they receive, and for operational costs must include general ledger detail indicating the invoice is only for net expenses and must reflect only amounts up to the current Medicaid rate for the services provided.

7.6. Services provided to incarcerated individuals will be reimbursable only with General Funds and Governor Commission Funds for actual costs incurred, and payable upon Department approval.

8. Additional Billing Information for Room & Board for individuals receiving Medicaid who are in resdential or transitional living level of care and who have Opioid Use Disorder (OUD) or Stimulant Use Disorder, as defined in the SOR grant of which funding is only available ***from the contract effective date through September 29, 2022***.

8.1. The Contractor shall invoice the Department for Room and Board payments up to ***$100*** per day for individuals receiving Medicaid who also have OUD or Stimulant Use Disorders in residential level of care.

8.2. The Contractor shall invoice the Department for Room and Board payments up to ***$75*** per day for individuals receiving Medicaid who also have OUD or Stimulant Use Disorders in transition living level of care.

8.3. With the exception of room and board payments for transitional living, the Contractor shall not bill the Department for Room and Board payments In excess of ***$277,200***.

8.4. The Contractor shall maintain documentation that includes, but is not limited to:

8.4.1. Medicaid ID of the individual receiving services.

8.4.2. WITS ID of the individual receiving services, if applicable.

8.4.3. Period for which room and board payments apply.

8.4.4. Level of Care for which the individual received services for the date range identified in 8.4.3.

8.4.5. Amount being billed to the Department for the service.

8.5. The Contractor shall ensure individuals receiving services rendered from SOR funds have a documented history or current diagnoses of Opioid Use Disorder (OUD) or Stimulant Use Disorders.

8.6. The Contractor shall coordinate ongoing client care for all individuals with documented history or current diagnoses of OUD or Stimulant Use Disorder, receiving services rendered from SOR funds, with Doorways in accordance with 42 CFR Part 2.

8.7. The Contractor shall only bill room and board for individuals with OUD and/or Stimulant Use Disorders that are Medicaid coded for either residential and/or transitional living services.

9. Non-Reimbursement for Services

9.1. The Department shall not reimburse the Contractor for services provided through this contract when a individual has or may have an alternative payer for services described in the Exhibit B, Scope of Work, including, but not limited to:

9.1.1. Services covered by any New Hampshire Medicaid programs for individuals who are eligible for New Hampshire Medicaid.

9.1.2. Services covered by Medicare for individuals who are eligible for Medicare.

9.2. Notwithstanding Section 9.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a individual needs a service that is not covered by the payers listed in Section 9.1.

9.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.

9.4. Notwithstanding Section 9.1 above, when payment of the deductible or copay would constitute a financial hardship for the individual, the Contractor shall seek reimbursement from the State for the deductible based on the sliding fee scale, not to exceed $4,000 per individual per treatment episode.

9.5. For the purposes of this section, financial hardship is defined as the individual's monthly household income being less than the deductible plus the federally-defined monthly cost of living (COL), and

9.5.1. If the individual owns a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	$3,119.90	$3,964.90	$4,252.10	$4,798.80	$4,643.90

9.5.2. If the individual does not own a vehicle:

Monthly COL	Family Size				
	1	2	3	4	5+
	$2,570.90	$3,415.90	$3,703.10	$4,249.80	$4,643.90

10. The Contractor shall submit an invoice and supporting backup documentation to the Department no later than the 15th working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall:

10.1. Ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

10.2. Ensure invoices are net any other revenue received towards the services billed in fulfillment of this Agreement.

10.3. Ensure backup documentation includes, but is not limited to:

10.3.1. General Ledger showing revenue and expenses for the contract.

10.3.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.

10.3.2.1. Per 45 CFR Part 75.430(i)(1), charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.

10.3.2.2. Attestation and time tracking templates, which are available to the Department upon request.

10.3.3. Receipts for expenses within the applicable state fiscal year.

10.3.4. Cost center reports.

10.3.5. Profit and loss repors.

10.3.6. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.

10.3.7. Information requested by the Department verifying allocation or offset based on third party revenue received.

10.3.8. Summaries of patient services revenue and operating revenue and other financial infofrmation as requested by the Department.

11. The Contractor shall review and comply with further restrictions included in the Funding Opportunity Announcement (FOA).

12. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.invoicesforcontracts@dhhs.nh.gov, or invoices may be mailed to:

    Program Manager
    Department of Health and Human Services
    Bureau of Drug & Alcohol Services
    105 Pleasant Street
    Concord, NH 03301

13. The Contractor agrees that billing submitted for review 60 days after the last day of the billing month may be subject to non-payment.

14. The Department shall make payment to the Contractor within 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.

15. The final invoice shall be due to the Department no later than 40 days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

16. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.

17. 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.

18. 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.

19. 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.

20. Audits

    20.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if any of the following conditions exist:

        20.1.1. 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.

20.1.2. 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.

20.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

20.2. 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.

20.3. 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.

20.4. 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.

20.5. 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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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

Vendor Initials DS CF

Date 9/13/2021

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:

9/13/2021
Date

DocuSigned by:
Cameron Ford
Name: Cameron Ford
Title: Executive Director

DocuSign Envelope ID: 62BCB8E4-2D6F-4EB4-B2CA-1A80A2C3DA76

DocuSign Envelope ID: 95507FFD-5E85-46F5-A051-DCBDC36A0E5B

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:

9/13/2021
Date

DocuSigned by:
Cameron Ford
Name: Cameron Ford
Title: Executive Director

DS
CF
Vendor Initials

9/13/2021
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DocuSign Envelope ID: 62BCB8E4-2D6F-4EB4-B2CA-1A80A2C3DA76

DocuSign Envelope ID: 95507FFD-5E85-46F5-A051-DCBDC36A0E5B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

DocuSigned by:
Cameron Ford
4038892C250C472

9/13/2021
Date

Name: Cameron Ford
Title: Executive Director

DS
CF
Contractor Initials

9/13/2021
Date

DocuSign Envelope ID: 62BCB8E4-2D6F-4EB4-B2CA-1A80A2C3DA76

DocuSign Envelope ID: 95507FFD-5E85-46F5-A051-DCBDC36A0E5B

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.

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:

9/13/2021
Date

DocuSigned by:
Cameron Ford
4038B92C290C472...
Name: Cameron Ford
Title: Executive Director

DocuSign Envelope ID: 62BCB8E4-2D6F-4EB4-B2CA-1A80A2C3DA76

DocuSign Envelope ID: 95507FFD-5E85-46F5-A051-DCBDC36A0E5B

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:
Cameron Ford

9/13/2021
Date

Name: Cameron Ford
Title: Executive Director

DocuSign Envelope ID: 62BCB8E4-2D6F-4EB4-B2CA-1A80A2C3DA76

DocuSign Envelope ID: 95507FFD-5E85-46F5-A051-DCBDC36A0E5B

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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Date 9/13/2021

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Contractor Initials CF

9/13/2021
Date

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

Contractor Initials CF

Date 9/13/2021

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Headrest Inc
The State	Name of the Contractor
DocuSigned by: Katja Fox E09B05B04C63442...	DocuSigned by: Cameron Ford 4038B92C230C472...
Signature of Authorized Representative	Signature of Authorized Representative
Katja Fox	Cameron Ford
Name of Authorized Representative	Name of Authorized Representative
Director	Executive Director
Title of Authorized Representative	Title of Authorized Representative
9/14/2021	9/13/2021
Date	Date

DocuSign Envelope ID: 62BCB8E4-2D6F-4EB4-B2CA-1A80A2C3DA76

DocuSign Envelope ID: 95507FFD-5E85-46F5-A051-DCBDC36A0E5B

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:
Cameron Ford

9/13/2021
Date

Name: Cameron Ford
Title: Executive Director

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DocuSign Envelope ID: 95507FFD-5E85-46F5-A051-DCBDC36A0E5B

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 618016653

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

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DocuSign Envelope ID: 95507FFD-5E85-46F5-A051-DCBDC36A0E5B

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.).

DS CF

Contractor Initials _____

9/13/2021

Date _____

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 Health and Human Services
Amendment #1

This Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Hope on Haven Hill, Inc., ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 13, 2021, (Item #30), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation and modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $1,156,009

2. Modify Exhibit B, Section 3., Scope of Services, Subsection 3.1. Clinical Services, by adding Paragraph 3.1.6. as follows:

   3.1.6. The Contractor shall ensure a minimum total of **eight (8) beds** are available for High-Intensity Residential Treatment for Adults (Level 3.5) provided through this Agreement.

3. Modify Exhibit B, Section 3., Scope of Services, Subsection 3.1. Clinical Services, by adding Paragraph 3.1.7. as follows:

   3.1.7. The Contractor shall ensure a minimum total of **eight (8) beds** are available for Transitional Living Services provided through this Agreement.

4. Modify Exhibit B, Section 3., Scope of Services, Subsection 3.8. Assistance Enrolling in Insurance Programs, Paragraph 3.8.1., by adding Subparagraph 3.8.1.4. as follows:

   3.8.4.1. New Hampshire Medicare programs.

5. Modify Exhibit B, Section 3., Scope of Services, Subsection 3.11., Coordination of Care, by adding Paragraph 3.11.13. as follows:

   3.11.13. The Contractor shall use the Department-approved, closed-loop referral system to connect individuals to health and social service providers as needed.

6. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.17. State Opioid Response (SOR) Grant Standards Paragraph 3.17.6. to read:

   3.17.6. If the Contractor is providing Medication Assisted Treatment (MAT), the Contractor

shall do so only with FDA-approved MAT, which includes:

3.17.6.1. Methadone; and

3.17.6.2. Buprenorphine products including:

3.17.6.2.1. Single-entity buprenorphine products;

3.17.6.2.2. Buprenorphine/naloxone tablets;

3.17.6.2.3. Buprenorphine/naloxone films; and

3.17.6.2.4. Buprenorphine/naloxone buccal preparations.

7. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.17. State Opioid Response (SOR) Grant Standards Paragraph 3.17.7. to read:

3.17.7. If the contractor is providing medical withdrawal management services that are supported by SOR funds, the Contractor shall do so only when the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

8. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.17. State Opioid Response (SOR) Grant Standards Paragraph 3.17.8. to read:

3.17.8. If the Contractor wishes to distribute Fentanyl test strips, the Contractor shall provide a Fentanyl test strip utilization plan to the Department for approval prior to implementation. The Contractor shall ensure the utilization plan includes, but is not limited to:

3.17.8.1. Internal policies for the distribution of Fentanyl strips;

3.17.8.2. Distribution methods and frequency; and

3.17.8.3. Other key data as requested by the Department.

9. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.17. State Opioid Response (SOR) Grant Standards Paragraph 3.17.9. to read:

3.17.9. If the Contractor provides recovery housing, or refers individuals to recovery housing, the Contractor shall ensure any individuals receiving financial aid for the recovery housing, utilizing SOR funds, are in a facility that:

3.17.9.1. Aligns with the National Alliance for Recovery Residences Standards; and

3.17.9.2. Is registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with the New Hampshire Administrative Rules, He-A 305, Voluntary Registry for Recovery Houses.

10. Modify Exhibit B, Section 6., Staffing, Subsection 6.1., Paragraph 6.1.1. to read:

6.1.1. A minimum of one (1) New Hampshire Licensed Supervisor.

11. Modify Exhibit B, , Section 6., Staffing, Subsection 6.11., to read:

6.11. The Contractor shall ensure no Licensed Supervisor shall supervise more than 12 staff unless the Department has approved an alternative supervision plan.

12. Modify Exhibit B, Section 11, Additional Terms, Subsection 11.3. Credits an Copyright Ownership, Paragraph 11.3.1 to read:

11.3.1 If the Contractor Publicly references or markets their use of American Society of

Addiction Medicine (ASAM) criteria, or utilizes language related to ASAM levels of care in promotion or marketing of their services, the Contractor shall:

11.3.1.1 Sign and have in effect, Exhibit L, Amendment #1, sample End User License Agreement with the Department, prior to such referencing or marketing.

11.3.1.2. Comply with the executed End User Agreement, or shall otherwise not be permitted to publicly reference or market the use of anything related to ASAM.

13. Modify Exhibit B, by adding Section 12, Maintenance of Fiscal Integrity, as follows:

12. Maintenance of Fiscal Integrity

12.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement (total organization and program-level), and Cash Flow Statement for the Contractor. Program-level Profit and Loss Statement shall include all revenue sources and all related expenditures for that program. The program-level Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Outside of the program-level Profit and Loss Statement and budget to actual analysis, all other statements shall be reflective of the entire Hope on Haven Hill, Inc. organization and shall be submitted on the same day the reports are submitted to the Board, but no later than the fourth (4th) Wednesday of the month. Additionally, the Contractor will provide interim profit and loss statements for every program area, reported as of the 20th of the month, by the last day of every month. The Contractor will be evaluated on the following:

12.1.1. Days of Cash on Hand:

12.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

12.1.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock. Any amount of cash from a line of credit should be broken out separately.

12.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of 30 calendar days with no variance allowed.

12.1.2. Current Ratio:

12.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

12.1.2.2. Formula: Total current assets divided by total current liabilities.

12.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

12.1.3. Debt Service Coverage Ratio:

12.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

12.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

12.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next 12 months.

12.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

12.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

12.1.4. Net Assets to Total Assets:

12.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

12.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

12.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

12.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.

12.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

12.1.5. Total Lines of Credit:

12.1.5.1. The Contractor will provide a listing of every line of credit and amount outstanding for each line.

12.1.5.2. The Contractor will report on any new borrowing activities.

12.1.5.3. The Contractor will report on any instances of non-compliance with any loan covenant or agreement.

12.2. In the event that the Contractor does not meet either:

12.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

12.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months; or

12.2.3. Does not meet the reporting timeframe; then

12.3. The Department may exercise any of the following:

12.3.1. Require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards;

12.3.2. Notwithstanding paragraph 8 of the General Provisions, Form P-37 of this Agreement, require the Contractor to submit a comprehensive corrective action plan within 30 calendar days of notification that 12.2.1. and/or 12.2.2. have not been met;

12.3.2.1. If a corrective action plan is required, the Contractor shall update the corrective action plan at least every 30 calendar days until compliance is achieved.

12.3.2.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

12.3.3. Terminate the contract pursuant to the General Provisions, Form P-37 of this Agreement.

14. Modify Exhibit B-1, Operational Requirements, by replacing it in its entirety with Exhibit B-1, Amendment #1, Operational Requirements, which is attached hereto and incorporated by reference herein.

15. Modify Exhibit C, Payment Terms, by replacing it in its entirety with Exhibit C, Amendment #1, Payment Terms, which is attached hereto and incorporated by reference herein.

16. Modify Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, by replacing it in its entirety with Exhibit I – Amendment #1, Health Insurance Portability and Accountability Act Business Associate Agreement, which is attached hereto and incorporated herein.

17. Add Exhibit L, Amendment #1, Sample ASAM End User License Agreement, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

2/11/2022
Date

DocuSigned by:
Katja S. Fox
ED9D05B04C63442...

Name: Katja S. Fox
Title: Director

Hope on Haven Hill, Inc.

2/11/2022
Date

DocuSigned by:
Lisa Pollard
61EEA1E5A5E142D...

Name: Lisa Pollard
Title: Director of Operations

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

2/11/2022

DocuSigned by:
Robyn Guarino
748734844941460...

Date

Name: Robyn Guarino

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

Operational Requirements

1. Requirements for Organizational or Program Changes.

1.1. The Contractor shall provide written notification to the Department no later than 30 days prior to changes in:

1.1.1. Ownership;

1.1.2. Physical location; or

1.1.3. Name.

1.2. The Contractor shall submit a copy of the certificate of amendment from the New Hampshire Secretary of State with the effective date of the change to the Department, when there is a change of the ownership, physical location, or name of the organization.

2. Inspections and Enforcement Remedies

2.1. The Contractor shall allow any Department representative at any time to be admitted on the premises to inspect:

2.1.1. The facility;

2.1.2. All programs and services provided through this Agreement; and

2.1.3. Any records required by the Agreement.

2.2. The Contractor shall be issued a notice of deficiencies when the Department determines that the Contractor is not in compliance with contract requirements. The Contractor shall receive written notice from the Department, as applicable which:

2.2.1. Identifies each deficiency;

2.2.2. Identifies the specific proposed remedy(ies).

2.3. The Contractor shall receive notice from the Department for violations of contract requirements, that may include, but is not limited to:

2.3.1. The requirement to submit a Plan of Correction (POC).

2.3.2. The imposition of a directed POC from the Department.

2.3.3. Termination of the Agreement in accordance with the General Provisions, Form P-37.

3. Plans of Corrective Action

3.1. Notwithstanding paragraph 8, Event of Default, and paragraph 9, Termination of the General Provisions, Form P-37, the Contractor shall submit a written Plan of Correction (POC) to the Department within 21 days of receiving a notice of deficiencies, for review and acceptance. The Contractor shall ensure the POC includes, but is not limited to:

3.1.1. Steps to be taken to correct each deficiency.

3.1.2. Measures that will be put in place.

3.1.3. System changes to be made to ensure that the deficiency does not recur.

3.1.4. The date by which each deficiency will be corrected, ensuring the correction occurs no later than 90 days from the date the POC is submitted to the Department.

3.2. The Contractor shall ensure each POC:

3.2.1. Achieves compliance with contract requirements;

3.2.2. Addresses all deficiencies and deficient practices as cited in the notice of deficiencies; and

3.2.3. Mitigates the likelihood of a new violation of contract requirements as a result of implementation of the POC.

3.3. The Department shall notify the Contractor of the reasons for rejection of the POC, if the POC is not accepted. The Contractor shall:

3.3.1. Develop and submit a revised POC within 21 days of the date of the written notification of POC rejections.

3.3.2. Ensure the revised POC complies with POC standards identified above.

3.4. The Contractor shall be subject to a directed POC from the Department that specifies the corrective actions to be taken when:

3.4.1. Deficiencies were identified during an inspection that require immediate corrective action to protect the health and safety of the individuals receiving services or staff providing services.

3.4.2. The original POC is not submitted within 21 days of the date of the written notification of deficiencies;

3.4.3. The revised POC is rejected by the Department; or

3.4.4. The POC is not implemented by the completion date identified in the Department-accepted POC.

3.5. The Contractor shall admit and allow the Department access to the premises and records related to the Department-accepted POC, after the completion date identified in the POC, in order to verify the implementation of the POC, which may include, but is not limited to:

3.5.1. Review of materials submitted by the Contractor;

3.5.2. Follow-up inspection; or

3.5.3. Review of compliance during the next scheduled inspection.

4. **Duties and Responsibilities**

4.1. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to individuals on an ongoing basis.

4.2. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.

4.3. The Contractor shall employ an administrator responsible for the day-to-day operations of services provided in this Agreement. The Contractor shall:

4.3.1. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and

4.3.2. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor, the staff position(s) to be delegated, and the authority and responsibility to act in the administrator's behalf when the administrator is absent.

4.4. The Contractor shall ensure the following documents are posted in a public area:

4.4.1. A copy of the Contractor's policies and procedures relative to the implementation of rights and responsibilities for individuals receiving services, including confidentiality per 42 CFR Part 2; and

4.4.2. The Contractor's plan for fire safety, evacuation, and emergencies, identifying the location of, and access to all fire exits.

4.5. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the Department.

4.6. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the Department, and all court orders.

4.7. The Contractor shall follow the required procedures for the care of the individuals, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007 for residential programs, if the Contractor accepts an individual who is known to have a disease reportable under NH Administrative Rule He-P 301, or an infectious disease.

4.8. The Contractor shall comply with state and federal regulations on confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12.

4.9. The Contractor shall develop policies and procedures regarding the release of information contained in individual service records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.

4.10. The Contractor shall ensure all records relating to services provided through this Agreement are legible, current, accurate, and available to the Department during an inspection or investigation.

4.11. The Contractor shall ensure service site(s) are accessible to individuals with a disability, using Americans with Disabilities Act (ADA) accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq. The Contractor shall ensure service sites include:

4.11.1. A reception area separate from living and treatment areas;

4.11.2. A private space for personal consultation, charting, treatment and social activities, as applicable;

4.11.3. Secure storage of active and closed confidential individual records; and

4.11.4. Separate and secure storage of toxic substances.

4.12. The Contractor shall establish a code of ethics for staff that includes a mechanism for reporting unethical conduct.

4.13. The Contractor shall develop, implement, and maintain specific policies, including:

4.13.1. Rights, grievance, and appeals policies and procedures for individuals receiving services;

4.13.2. Progressive discipline, leading to administrative discharge;

4.13.3. Reporting and appealing staff grievances;

4.13.4. Alcohol and other drug use while in treatment;

4.13.5. Individual and employee smoking that are in compliance with Exhibit B, Section 3.16;

4.13.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;

4.13.7. Holding an individual's possessions;

4.13.8. Secure storage of staff medications;

4.13.9. Medication belonging to individuals receiving services;

4.13.10. Urine specimen collection, as applicable, that:

4.13.10.1. Ensures collection is conducted in a manner that preserves individual privacy as much as possible; and

4.13.10.2. Minimizes falsification;

4.13.11. Safety and emergency procedures on:

4.13.11.1. Medical emergencies;

4.13.11.2. Infection control and universal precautions, including the use of protective clothing and devices;

4.13.11.3. Reporting injuries;

4.13.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures; and

4.13.11.5. Emergency closings.

4.13.12. The Contractor shall develop, implement and maintain procedures for:

4.13.12.1. Protection of individual records that govern use of records, storage, removal, conditions for release of information, and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and

4.13.12.2. Quality assurance and improvement.

5. Collection of Fees.

5.1. The Contractor shall maintain procedures regarding collections from individual fees, co-insurance payments, cost-shares, private or public insurance, and other payers responsible for the individual's finances; and

5.2. The Contractor shall provide the individual, and the individual's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge at the time of screening and admission,

6. Screening and Denial of Services

6.1. The Contractor shall maintain a record of all individual screenings, including:

6.1.1. The individual's name and/or unique identifier;

6.1.2. The individual's referral source;

6.1.3. The date of initial contact from the individual or referring agency;

6.1.4. The date of screening; and

6.1.5. The result of the screening, including the reason for denial of services if applicable;

6.2. The Contractor shall record all referrals to and coordination with the Doorway and interim services or the reason that the referral was not made; for any individual who is placed on a waitlist. The Contractor shall:

6.2.1. Record all contact with the individual between screening and removal from the waitlist; and

6.2.2. Record the date the individual was removed from the waitlist and the reason for removal.

6.3. In the instance an individual requesting services is denied service(s), the Contractor shall:

6.3.1. Inform the individual of the reason for denial of service(s); and

6.3.2. Assist the individual in identifying and accessing appropriate available treatment.

6.4. The Contractor shall not deny services to an individual solely because the individual:

6.4.1. Previously left treatment against the advice of staff;

6.4.2. Relapsed from an earlier treatment;

6.4.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or

6.4.4. Has been diagnosed with a mental health disorder.

6.5. The Contractor shall report on denial of services to individuals at the request of the Department.

7. **Staffing Requirements**

7.1. The Contractor shall develop current job descriptions for all staff, including contracted staff, volunteers, and student interns, which includes:

7.1.1. Job title;

7.1.2. Physical requirements of the position;

7.1.3. Education and experience requirements of the position;

7.1.4. Duties of the position;

7.1.5. Positions supervised; and

7.1.6. Title of immediate supervisor.

7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which includes, but is not limited to:

7.2.1. Requiring a prospective employees to sign a releases to allow the Contractor to conduct a criminal record check;

7.2.2. Requiring the administrator or designee to obtain and review criminal record checks from the New Hampshire Department of Safety for each prospective employee;

7.2.3. Ensuring criminal record check standards are reviewed to ensure the health, safety, or well-being of individuals, beyond which shall be reason for non-selection for employment, including the following:

7.2.3.1. Felony convictions in this or any other state;

7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and

7.2.3.3. Findings by the Department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and

7.2.4. Waiver of 7.2.3 above for good cause shown.

7.3. The Contractor shall ensure all staff, which includes contracted staff, meet the educational, experiential, and physical qualifications of the position as listed in their job description. The Contractor shall ensure staff:

7.3.1. Do not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;

7.3.2. Are licensed, registered or certified as required by state statute and as applicable;

7.3.3. Receive an orientation within the first three (3) days of work or prior to direct contact with individuals, which includes:

7.3.3.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;

7.3.3.2. The Contractor's policies on the rights, responsibilities, and complaint procedures for individuals receiving services;

7.3.3.3. Federal and state confidentiality requirements;

7.3.3.4. Grievance procedures;

7.3.3.5. Job duties, responsibilities, policies, procedures, and guidelines;

7.3.3.6. Topics covered by both the administrative and personnel manuals;

7.3.3.7. The Contractor's infection prevention program;

7.3.3.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of staff in an emergency; and

7.3.3.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and

7.3.4. Sign and date documentation that they have taken part in an orientation as described above;

7.3.5. Complete a mandatory annual in-service education, which includes a review of all elements described above.

7.4. The Contractor shall ensure, prior to having contact with individuals receiving services, that employees and contracted employees:

7.4.1. Submit proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:

7.4.1.1. The name of the examinee;

7.4.1.2. The date of the examination;

7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;

7.4.1.4. Results of a 2-step TB test, Mantoux method or other method approved by the Centers for Disease Control; and

7.4.1.5. The dated signature of the licensed health practitioner.

7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and

7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium TB through shared air space with persons with infectious TB.

7.5. The Contractor shall ensure employees, contracted employees, volunteers and independent Contractors who have direct contact with individuals who have a history of TB or a positive skin test have a symptomatology screen of a TB test.

7.6. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student intern, volunteer, and contracted staff, which includes, but is not limited to:

7.6.1. A completed application for employment or a resume.

7.6.2. Identification data.

7.6.3. The education and work experience of the employee.

7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:

7.6.4.1. Position title;

7.6.4.2. Qualifications and experience; and

7.6.4.3. Duties required by the position.

7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable.

7.6.6. A signed and dated record of orientation as required above.

7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable.

7.6.8. Records of screening for communicable diseases results required above.

7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary.

7.6.10. Documentation of annual in-service education as required above that includes date of completion and signature of staff.

7.6.11. Information as to the general content and length of all continuing education or educational programs attended;

7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the individual's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy;

7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that the individual:

7.6.13.1. Does not have a felony conviction in this or any other state;

7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect, or exploitation or pose a threat to the health, safety or well-being of an individual; and

7.6.13.3. Has not had a finding by the Department or any administrative agency in NH or any other state for assault, fraud, abuse, neglect or exploitation of any person; and

7.6.14. Documentation of the criminal records check and any waivers, as applicable.

7.7. An individual need not re-disclose any of the matters in the criminal background check if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.

8. **Clinical Supervision of Unlicensed Counselors**

8.1. The Contractor shall ensure all unlicensed counselors providing treatment, education and/or recovery support services; and all uncertified CRSWs, are under the direct supervision of a licensed supervisor.

8.2. The Contractor shall ensure no licensed supervisor supervises more than 12 unlicensed staff, unless the Department has approved an alternative supervision plan.

8.3. The Contractor shall ensure unlicensed counselors receive a minimum of one (1) hour of supervision for every 20 hours of direct contact with individuals receiving services;

8.4. The Contractor ensures supervision is provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;

8.5. The Contractor shall ensure supervision includes:

8.5.1. Review of case records;

8.5.2. Observation of interactions with individuals receiving services;

8.5.3. Skill development; and

8.5.4. Review of case management activities;

8.6. The Contractor shall ensure supervisors maintain a log of the supervision date, duration, content and who was supervised by whom; and

8.7. The Contractor shall ensure staff licensed or certified shall receive supervision in accordance with the requirement of their licensure.

9. Orientation for Individuals Receiving Services

9.1. The Contractor shall conduct an orientation for individuals receiving services upon admission to program, either individually or by group, that includes:

9.1.1. Rules, policies, and procedures of the program and facility;

9.1.2. Requirements for successfully completing the program;

9.1.3. The administrative discharge policy and the grounds for administrative discharge;

9.1.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements;

9.1.5. Requiring the individual to sign and date a receipt that the orientation was conducted.

10. Treatment Plans

10.1. The Contractor shall ensure a licensed counselor or an unlicensed counselor, under the supervision of a licensed counselor, develops and maintains a written treatment plan for each individual receiving services in accordance with

SAMHSA TAP 21: Addiction Counseling Competencies, which addresses all ASAM domains. The Contractor shall ensure the treatment plan:

10.1.1. Identifies the individual's clinical needs, treatment goals, and objectives.

10.1.2. Identifies the individual's strengths and resources for achieving goals and objectives above;

10.1.3. Defines the strategy for providing services to meet the individual's needs, goals, and objectives;

10.1.4. Identifies and documents referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;

10.1.5. Provides the criteria for terminating specific interventions;

10.1.6. Includes specification and description of the indicators to be used to assess the individual's progress;

10.1.7. Includes documentation of participation in the treatment planning process or the reason why the individual did not participate; and

10.1.8. Includes signatures of the individual and the counselor agreeing to the treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.

10.1.9. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB.

11. Group education and counseling

11.1. The Contractor shall maintain an outline of each educational and group therapy session provided.

12. Progress notes

12.1. The Contractor shall ensure progress notes are completed for each individual, group, or family treatment or education session.

12.2. The Contractor shall ensure progress notes include, but not limited to:

12.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;

12.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and

12.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session.

13. Discharge

13.1. The Contractor shall discharge an individual from a program for the following reasons:

13.1.1. Program completion or transfer based on changes in the individual's functioning relative to ASAM criteria;

13.1.2. Program termination, including:

13.1.2.1. Administrative discharge;

13.1.2.2. Non-compliance with the program;

13.1.2.3. The individual left the program before completion against advice of treatment staff; and

13.1.3. The individual is inaccessible, due to reasons that may include incarceration or hospitalization.

13.2. The Contractor shall ensure that counselors complete a narrative discharge summary in all cases of individual discharge. The Contractor shall ensure the discharge summary includes, but is not limited to:

13.2.1. The dates of admission and discharge.

13.2.2. The individual's psychosocial substance misuse history and legal history.

13.2.3. A summary of the individual's progress toward treatment goals in all ASAM domains.

13.2.4. The reason for discharge.

13.2.5. The individual's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment.

13.2.6. A summary of the individual's physical and mental health condition at the time of discharge.

13.2.7. A continuing care plan, including all ASAM domains.

13.2.8. A determination as to whether the individual would be eligible for re-admission to treatment, if applicable.

13.2.9. The dated signature of the counselor completing the summary.

13.3. The Contractor shall ensure the discharge summary is completed:

13.3.1. No later than seven (7) days following an individual's discharge from the program; or

13.3.2. For withdrawal management services, by the end of the next business day following an individual's discharge from the program.

13.4. The Contractor shall ensure, when transferring an individual from one level of care to another within the same certified Contractor agency or to another treatment provider, the counselor:

13.4.1. Completes a progress note on the client's treatment and progress towards treatment goals, to be included in the individual's record; and

13.4.2. Updates the individual evaluation and treatment plan.

13.5. The Contractor shall forward copies of the information to a receiving provider when discharging an individual to another treatment provider, upon receiving a signed release of confidential information from the individual. The Contractor shall ensure information includes:

13.5.1. The discharge summary;

13.5.2. Individual demographic information, including the individual's name, date of birth, address, telephone number, and the last four (4) digits of their Social Security number; and

13.5.3. A diagnostic assessment statement and other assessment information, including:

13.5.3.1. TB test results;

13.5.3.2. A record of the individual's treatment history; and

13.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.

13.6. The Contractor shall ensure the counselor meets with the individual at the time of discharge or transfer to establish a continuing care plan. The Contractor shall ensure the continuing care plan:

13.6.1. Includes recommendations for continuing care in all ASAM domains;

13.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and

13.6.3. Assists the individual in making contact with other agencies or services.

13.7. The Contractor shall ensure the counselor documents, in the individual's service record, if and why the meeting described above could not take place.

13.8. The Contractor shall ensure individuals receiving services through this Agreement are only administratively discharged for the following reasons:

13.8.1. The individual's behavior on program premises is abusive, violent, or illegal;

13.8.2. The individual is non-compliant with prescription medications;

13.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the individual's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or

13.8.4. The individual violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

14. **Individual Service Record System**

14.1. The Contractor shall implement a comprehensive system in paper and/or electronic format to maintain service records for each individual receiving services. The Contractor shall ensure service records are:

14.1.1. Organized into related sections with entries in chronological order;

14.1.2. Easy to read and understand;

14.1.3. Complete, containing all the parts;

14.1.4. In compliance with all applicable confidentiality laws, including 42 CFR Part 2 and Exhibit K;

14.1.5. Up-to-date, including notes of most recent contacts; and

14.1.6. Accessible to the Department upon request.

14.2. The Contractor shall ensure service records are organized as follows:

14.2.1. First section, Intake/Initial Information:

14.2.1.1. Identification data, including the individual's:

14.2.1.1.1. Name;

14.2.1.1.2. Date of birth;

14.2.1.1.3. Address;

14.2.1.1.4. Telephone number; and

14.2.1.1.5. The last four (4) digits of the individual's Social Security number;

14.2.1.2. The date of admission;

14.2.1.3. Name, address, and telephone number of the individual's:

14.2.1.3.1. Legal guardian;

14.2.1.3.2. Representative payee;

14.2.1.3.3. Emergency contact;

14.2.1.3.4. The person or entity referring the individual for services, as applicable;

14.2.1.3.5. Primary health care provider;

14.2.1.3.6. Behavioral health care provider, if applicable;

14.2.1.3.7. Public or private health insurance provider(s), or both;

14.2.1.4. The individual's religious preference, if any;

14.2.1.5. The individual's personal health history;

14.2.1.6. The individual's mental health history;

14.2.1.7. Current medications;

14.2.1.8. Records and reports prepared prior to the individual's current admission and determined by the counselor to be relevant; and

14.2.1.9. Signed receipt of notification of individual rights;

14.2.2. Second section, Screening/Assessment/Evaluation:

14.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit B.

14.2.3. Third section, Treatment Planning:

14.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Exhibit B and in this Exhibit B-1; and

14.2.3.2. Signed and dated progress notes and reports from all programs involved.

14.2.4. Fourth section, Discharge Planning:

14.2.4.1. A narrative discharge summary, as required in this Exhibit B-1.

14.2.5. Fifth section, Releases of Information/Miscellaneous:

14.2.5.1. Release of information forms compliant with 42 CFR, Part 2;

14.2.5.2. Any correspondence pertinent to the individual; and

14.2.5.3. Any other pertinent information the Contractor deemed significant.

14.3. If the Contractor utilizes a paper format record system, then the sections identified above shall be tabbed sections.

15. Medication Services

15.1. The Contractor shall ensure no administration of medications, including physician samples, occur except by a licensed medical practitioner working within their scope of practice.

15.2. The Contractor shall ensure all prescription medications brought by an individual to program are in their original containers and legibly display the following information:

15.2.1. The individual's name;

15.2.2. The medication name and strength;

15.2.3. The prescribed dose;

15.2.4. The route of administration;

15.2.5. The frequency of administration; and

15.2.6. The date ordered.

15.3. The Contractor shall ensure any change or discontinuation of prescription medications includes a written order from a licensed practitioner.

15.4. The Contractor shall ensure all prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the individual's person or stored in the individual's room, are stored as follows:

15.4.1. All medications are kept in a storage area that is:

15.4.1.1. Locked and accessible only to authorized personnel;

15.4.1.2. Organized to allow correct identification of each individual's medication(s);

15.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and

15.4.1.4. Equipped to maintain medication at the proper temperature;

15.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, are kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and

15.4.3. Topical liquids, ointments, patches, creams and powder forms of products are stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.

15.5. The Contractor shall ensure medication belonging to staff are only accessible to staff and are stored separately from medications belonging to individuals served.

15.6. The Contractor shall ensure over-the-counter (OTC) medications brought into the program by individuals receiving services are:

15.6.1. In original, unopened containers;

15.6.2. Are stored in accordance with this Exhibit B-1;

15.6.3. Are marked with the name of the individual using the medication; and

15.6.4. Are taken in accordance with the directions on the medication container or as ordered by a licensed practitioner.

15.7. The Contractor shall ensure all medications self-administered by an individual, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the individual without supervision, are supervised by the program staff. The Contractor shall ensure staff:

15.7.1. Remind the individual to take the correct dose of their medication at the correct time;

15.7.2. May open the medication container but do not physically handle the medication itself in any manner; and

15.7.3. Remain with the individual to observe them taking the prescribed dose and type of medication;

15.7.4. Document each medication taken in an individual's medication log, which includes:

15.7.4.1. The medication name, strength, dose, frequency and route of administration;

15.7.4.2. The date and the time the medication was taken;

15.7.4.3. The signature or identifiable initials of the staff supervising the consumption of the medication by the individual receiving services; and

15.7.4.4. The reason for any medication refused or omitted, as applicable.

15.8. The Contractor shall ensure the individual's medication log is included in the individual's record and any remaining medication is taken with the individual upon their discharge.

16. Notice of Rights for Individuals Receiving Services

16.1. The Contractor shall ensure programs inform individuals of their rights in clear, understandable language and form, both verbally and in writing. The Contractor shall ensure:

16.1.1. Applicants for services are informed of their rights to evaluations and access to treatment;

16.1.2. Individuals are advised of their rights upon entry into any program and annually thereafter; and

16.1.3. Initial and annual notifications of individual rights are documented in the individual's record.

16.2. The Contractor shall ensure every program within the service delivery system posts notice of the rights, as follows:

16.2.1. The notice is continually posted in an area accessible by all;

16.2.2. The notice is presented in clear, understandable language and form; and

16.2.3. Each program and residence has, on the premises, complete copies of rules pertaining to individual rights that are available for individual review.

17. Fundamental Rights of Individuals Receiving Services

17.1. The Contractor shall ensure no individual receiving treatment for a substance use disorder is deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.

18. Personal Rights

18.1. The Contractor shall ensure individuals who are applicants for services or receiving services are treated by program staff with dignity and respect at all times.

18.2. The Contractor shall ensure individuals are free from abuse, neglect and exploitation which may include, but is not limited to:

18.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;

18.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the individual or others; and

18.2.3. Freedom from personal or financial exploitation.

18.3. The Contractor shall ensure individuals receiving services retain the right to privacy.

19. Client Confidentiality

19.1. The Contractor shall comply with the confidentiality requirements in 42 CFR part 2.

19.2. The Contractor shall ensure copies of individual service records for the individual, attorney or other authorized person are available at no charge for the first 25 pages and not more than $0.25 per page thereafter, after review of the record.

19.3. The Contractor shall ensure, if a minor age 12 or older is treated for substance use disorders without parental consent as authorized by RSA 318:B12-a:

19.3.1. The minor's signature alone authorizes a disclosure; and

19.3.2. Any disclosure to the minor's parents or guardians requires a signed authorization to release.

20. Grievances of Individuals Receiving Services

20.1. The Contractor shall ensure individuals receiving services have the right to complain about any matter, including any alleged violation of a right afforded by this Exhibit B-1 or by any state or federal law or rule.

20.2. The Contractor shall ensure any person has the right to complain or bring a grievance on behalf of an individual or a group of individuals.

21. Treatment Rights

21.1. The Contractor shall ensure individuals receiving services have the right to adequate and humane treatment, including:

21.1.1. The right of access to treatment including:

21.1.1.1. The right to evaluation to determine an individual's need for services and to determine which programs are most suited to provide the services needed; and

21.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and

21.1.2. The right to quality treatment including:

21.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the individuals and programs providing the treatment and to the conditions for which the individual is being treated;

21.1.3. The right to receive services in such a manner as to promote the individual's full participation in the community;

21.1.4. The right to receive all services or treatment to which an individual is entitled in accordance with the time frame set forth in the individual's treatment plan;

21.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with this Exhibit B-1 which addresses the individual's own goals;

21.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the individual to participate in meaningful activities in the communities in which the individual lives and works;

21.1.7. The right to services and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:

21.1.7.1. Freedom of movement; and

21.1.7.2. Participation in the community, while providing the level of support needed by the individual;

21.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:

21.1.8.1. Whenever possible, the consent shall be given in writing; and

21.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;

21.1.9. The right to refuse to participate in any form of experimental treatment or research;

21.1.10. The right to be fully informed of one's own diagnosis and prognosis;

21.1.11. The right to voluntary placement including the right to:

21.1.11.1. Seek changes in placement, services or treatment at any time; and

21.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;

21.1.12. The right to services which promote independence including services directed toward:

21.1.12.1. Eliminating, or reducing as much as possible, the individual's needs for continued services and treatment; and

21.1.12.2. Promoting the ability of the individuals to function at their highest capacity and as independently as possible;

21.1.13. The right to refuse medication and treatment;

21.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;

21.1.15. The right to consultation and second opinion including:

21.1.15.1. At the individual's own expense, the consultative services of:

21.1.15.1.1. Private physicians;

21.1.15.1.2. Psychologists;

21.1.15.1.3. Licensed drug and alcohol counselors; and

21.1.15.1.4. Other health practitioners; and

21.1.15.2. Granting to such health practitioners reasonable access to the individual, as required by Section 19.1.15, in programs and allowing such practitioners to make

recommendations to programs regarding the services and treatment provided by the programs;

21.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring an individual's participation and informed decision-making:

21.1.16.1. Guardian;

21.1.16.2. Representative;

21.1.16.3. Attorney;

21.1.16.4. Family member;

21.1.16.5. Advocate; or

21.1.16.6. Consultant; and

21.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical, or pharmacological restraint, unless the individual is at risk of self-harm or harm to others.

21.2. The Contractor shall ensure no treatment professional is required to administer treatment contrary to such professional's clinical judgment.

21.3. The Contractor shall ensure programs maximize the decision-making authority of the individual.

21.4. The Contractor shall ensure the following provisions apply to individuals for whom a guardian has been appointed by a court:

21.4.1. The guardian and all individuals involved in the provision of services are made aware of the individual's views, preferences and aspirations;

21.4.2. A guardian only makes decisions that are within the scope of the powers set forth in the guardianship order issued by the court;

21.4.3. The program requests a copy of the guardianship order from the guardian;

21.4.4. The order is kept in the individual's record at the program;

21.4.5. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the individual's choice and preference relative to those issues prevail unless the guardian's authority is expanded by the court to include those issues;

21.4.6. A program takes steps that are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:

21.4.6.1. Reviewing with the guardian the limits on their decision-making authority; and

21.4.6.2. Bringing the matter to the attention of the court that appointed the guardian, if necessary;

21.4.7. The guardian acts in a manner that furthers the best interests of the individual;

21.4.8. In acting in the best interests of the individual, the guardian takes the views, preferences, and aspirations of the individual into consideration;

21.4.9. The program takes steps that are necessary to prevent a guardian from acting in a manner that does not further the best interests of the individual and, if necessary, brings the matter to the attention of the court that appointed the guardian; and

21.4.10. In the event that there is a dispute between the program and the guardian, the program informs the guardian of their right to bring the dispute to the attention of the court that appointed the guardian.

22. Termination of Services

22.1. The Contractor shall terminate an individual from services if the individual:

22.1.1. Endangers or threatens to endanger other individuals or staff, or engages in illegal activity on the property of the program;

22.1.2. Is no longer benefiting from the service(s) provided;

22.1.3. Cannot agree with the Contractor on a mutually acceptable course of treatment;

22.1.4. Refuses to pay for the services received despite having the financial resources to do so; or

22.1.5. Refuses to apply for benefits that could cover the cost of the services received despite the fact that the individual is or may be eligible for benefits.

22.2. The Contractor shall ensure termination does not occur unless the program has given both written and verbal notice to the individual and individual's guardian, if any, that:

22.2.1. Identifies the effective date of termination;

22.2.2. Lists the clinical or management reasons for termination; and

22.2.3. Explains the rights to appeal and the appeal process.

22.3. The Contractor shall document in the service record of an individual who has been terminated that:

22.3.1. The individual has been notified of the termination; and

22.3.2. The termination has been approved by the program administrator.

23. Rights for Individuals Receiving Residential Programs

23.1. The Contractor shall ensure individuals of residential programs retain the following rights:

23.1.1. The right to a safe, sanitary, and humane living environment;

23.1.2. The right to privately communicate with others, including:

23.1.2.1. The right to send and receive unopened and uncensored correspondence;

23.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive a reasonable number of telephone calls, except that residential programs may require an individual to reimburse them for the cost of any calls made by the individual; and

23.1.2.3. The right to receive and to refuse to receive visitors, except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services;

23.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for individuals to engage in such activities;

23.1.4. The right to privacy, including the following:

23.1.4.1. The right to courtesies that include, but are not limited to, knocking on closed doors before entering and ensuring privacy for telephone calls and visits;

23.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and

23.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;

23.1.5. The right to individual choice, including the following:

23.1.5.1. The right to keep and wear their own clothes;

23.1.5.2. The right to space for personal possessions;

23.1.5.3. The right to keep and to read materials of their own choosing;

23.1.5.4. The right to keep and spend their own money; and

23.1.5.5. The right not to perform work for the Contractor and to be compensated for any work performed, except that:

23.1.5.5.1. Individuals may be required to perform personal housekeeping tasks within the individual's own

immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and

23.1.5.5.2. Individuals may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the individual is compensated for work performed; and

23.1.5.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.

23.2. The Contractor shall ensure policies governing individual behavior within a residence are developed, implemented, and available to the Department as requested. The Contractor shall ensure:

23.2.1. Individuals are informed of any house policies upon admission to the residence.

23.2.2. House policies are posted and such policies shall conform with this section.

23.2.3. House policies are periodically reviewed for compliance with this section in connection with quality assurance site visits.

23.2.4. Notwithstanding Section 23.1.4.3 above, development of policies and procedures allowing searches for alcohol and illicit drugs to be conducted:

23.2.4.1. Upon the individual's admission to the program; and

23.2.4.2. If probable cause exists, including such proof as:

23.2.4.2.1. A positive test showing presence of alcohol or illegal drugs; or

23.2.4.2.2. Showing physical signs of intoxication or withdrawal.

24. State and Federal Requirements

24.1. If there is any error, omission, or conflict in the requirements listed below, the applicable federal, state, and local regulations, rules and requirements shall take precedence. The requirements specified below are provided herein to increase the Contractor's compliance.

24.2. The Contractor agrees to the following state and/or federal requirements for specialty treatment for pregnant and parenting women:

24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.2. The program provides or arranges for primary medical care for women who are receiving substance use disorder services, including prenatal care.

24.2.3. The program provides or arranges for childcare with the women are receiving services.

24.2.4. The program provides or arranges for primary pediatric care for the women's children, including immunizations.

24.2.5. The program provides or arranges for gender-specific substance use disorder treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, neglect, and parenting.

24.2.6. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.

24.2.7. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.

24.3. The Contractor shall assist the individual in finding and engaging in a service, which may include, but is not limited to, helping the individual locate an appropriate provider, referring individuals to the needed service provider, setting up appointments for individuals with those providers, and assisting the individual with attending appointments with the service provider(s).

24.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:

24.4.1. Within seven (7) days of reaching 90% of capacity, the program notifies the Department that 90% capacity has been reached.

24.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug use not later than:

24.4.2.1. 14 days after making the request; or

24.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance use disorder treatment program.

24.4.3. The program has established a waitlist that includes a unique patient identifier for each injecting drug user seeking treatment, including individuals receiving interim services while awaiting admission.

24.4.4. The program has a mechanism that enables it to:

24.4.4.1. Maintain contact with individuals awaiting admission;

24.4.4.2. Admit or transfer waiting list individuals at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the individual; and

24.4.4.3. The program takes individuals awaiting treatment off the waiting list only when one of the following conditions exist:

24.4.4.3.1. Individuals cannot be located for admission into treatment or

24.4.4.3.2. Individuals refuse treatment

24.4.5. The program includes activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.

24.4.6. The program has procedures for:

24.4.6.1. Selecting, training, and supervising outreach workers.

24.4.6.2. Contacting, communicating, and following up with individuals at high-risk of substance misuse, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.

24.4.6.3. Promoting awareness among people who inject drugs about the relationship between injection drug use and communicable diseases.

24.4.6.4. Recommending steps that can be taken to ensure communicable diseases do not occur.

24.4.7. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance use disorder services, except in cases when each of the following conditions is met:

24.4.7.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.

24.4.7.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.

24.4.7.3. A physician makes a determination that the following conditions have been met:

24.4.7.3.1. The primary diagnosis of the individual is substance use disorder and the physician certifies that fact.

24.4.7.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.

24.4.7.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.

24.4.7.3.4. The hospital-based substance use disorder program follows national standards of substance use disorder professional practice.

24.4.7.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)

24.4.8. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.

24.4.9. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.

24.4.10. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.

24.4.11. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.

24.4.12. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.

24.4.13. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.

24.4.14. The program uses the SAPT Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:

24.4.14.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program; and

24.4.14.2. Secure payments from individuals for services in accordance with their ability to pay.

24.4.15. The Contractor shall comply with all relevant state and federal laws such as but not limited to:

24.4.15.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale in Exhibit C shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.

24.4.15.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT C – Amendment #1

Payment Terms

1. This Agreement is funded by:
   1.1. 13.48%, federal funds from the Substance Abuse Prevention and Treatment Block Grant, as awarded October 1, 2020 and October 1, 2021, by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, CFDA 93.959 FAIN TI083464.
   1.2. 37.49%, federal funds from the State Opioid Response Grant, as awarded September 30, 2021, by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, CFDA # 93.788, FAIN TI083326, which are only ***effective from the contract effective date through September 29, 2022***.
   1.3. 6.95% General funds.
   1.4. 42.08% Other funds (Governors Commission).
2. For the purposes of this Agreement:
   2.1. The Department has identified the Contractor as a SUBRECIPIENT, in accordance with 2 CFR 200.331.
   2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
   2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
3. 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 item, as specified in Exhibits C-1, SUD Treatment Services Budget through Exhibit C-12, Residential Services Budget.
   3.1. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
   3.2. Ensure approval for Exhibits C-1, SUD Treatment Services Budget through Exhibit C-12, Residential Services Budget is received from the Department prior to submitting invoices for payment.
   3.3. Request payment for actual expenditures incurred in the fulfillment of this Agreement, and in accordance with the Department-approved budgets.
4. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days from the contract Effective Date, which shall be retained by the Department. The Contractor shall submit budgets as follows:

4.1. One (1) budget for each tiered service that specifies expenses for the period from October 1, 2021 through June 30, 2022, as follows:

4.1.1. Exhibit C-1, Women's Services Budget

4.1.2. Exhibit C-2, Amendment #1, Transitional Living Program Budget

4.1.3. Exhibit C-3, Enhanced Services Budget

4.1.4. Exhibit C-4, Residential Services Budget

5. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2022, which shall be retained by the Department. The Contractor shall submit budgets as follows::

5.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2022 through June 30 2023, as follows:

5.1.1. Exhibit C-5, Women's Services Budget

5.1.2. Exhibit C-6, Transitional Living Program Budget

5.1.3. Exhibit C-7, Enhanced Services Budget

5.1.4. Exhibit C-8, Residential Services Budget

6. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2023, which shall be retained by the Department. The Contractor shall submit budgets as follows:

6.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2023 through September 29, 2023, as follows:

6.1.1. Exhibit C-9, Women's Services Budget

6.1.2. Exhibit C-10, Transitional Living Program Budget

6.1.3. Exhibit C-11, Enhanced Services Budget

6.1.4. Exhibit C-12, Residential Services Budget

7. The Contractor shall bill and seek reimbursement for services provided to individuals as follows:

7.1. For individuals enrolled through the Department's Medicaid or Medicare Fee for Service program in accordance with the current, publically posted Fee for Service (FFS) schedule.

7.2. 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.

7.3. For individuals whose private insurer will not remit payment for the full amount, the Contractor shall bill the individual based on the sliding fee

scale below.

Percentage of Individual's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit C-1, to Charge the Individual
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

7.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in approved budgets for which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor shall directly bill the Department to access funds in this Agreement.

7.5. Invoices for individuals without health insurance or other coverage for the services they receive, and for operational costs must include general ledger detail indicating the invoice is only for net expenses.

7.6. Services provided to incarcerated individuals will be reimbursable only with General Funds and Governor Commission Funds for actual costs incurred, and payable upon Department approval.

8. Additional Billing/Reporting Requirements

8.1. The Contractor shall maintain documentation that includes, but is not limited to:

8.1.1. Medicaid and/or Medicare ID of the individual receiving services.

8.1.2. WITS ID of the individual receiving services, if applicable.

8.1.3. Date range of stay per individual for which expenses apply.

8.1.4. Level of Care for which the individual received services for the date range identified in 8.1.3.

8.2. The Contractor shall ensure individuals receiving services rendered from SOR funds have a documented history or current diagnoses of Opioid Use Disorder (OUD) or Stimulant Use Disorders.

8.3. The Contractor shall coordinate ongoing care for all individuals with documented history or current diagnoses of OUD or Stimulant Use Disorder, receiving services rendered from SOR funds, with Doorways in accordance with 42 CFR Part 2.

9. Non-Reimbursement for Services

9.1. The Department shall not reimburse the Contractor for services provided through this contract when an individual has or may have an alternative payer for services described in the Exhibit B, Scope of Work, including, but not limited to:

9.1.1. Services covered by any Medicaid programs for individuals who are eligible for Medicaid.

9.1.2. Services covered by Medicare for individuals who are eligible for Medicare.

9.2. Notwithstanding Section 9.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when an individual needs a service that is not covered by the payers listed in Section 9.1.

9.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.

9.4. Notwithstanding Section 9.1. above, when payment of the deductible or copay, as determined by the WITS fee determination model described in Exhibit B, Scope of Work, Section 3.5., Eligibility and Intake, would constitute a financial hardship for the individual, the Contractor shall seek reimbursement from the State for the deductible based on the sliding fee scale, not to exceed $4,000 per individual, per treatment episode.

9.5. For the purposes of this section, financial hardship is defined as the individual's monthly household income being less than the deductible plus the federally-defined monthly cost of living (COL), and

9.5.1. If the individual owns a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	$3,119.90	$3,964.90	$4,252.10	$4,798.80	$4,643.90

9.5.2. If the individual does not own a vehicle:

	Family Size				
Monthly COL	1	2	3	4	5+
	$2,570.90	$3,415.90	$3,703.10	$4,249.80	$4,643.90

10. The Contractor shall submit an invoice and supporting backup documentation to the Department no later than the 15th working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall:

10.1. Ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

10.2. Ensure invoices are net any other revenue received towards the services billed in fulfillment of this Agreement.

10.3. Ensure backup documentation includes, but is not limited to:

10.3.1. General Ledger showing revenue and expenses for the contract.

10.3.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.

10.3.2.1. Per 45 CFR Part 75.430(i)(1), charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.

10.3.2.2. Attestation and time tracking templates, which are available to the Department upon request.

10.3.3. Receipts for expenses within the applicable state fiscal year.

10.3.4. Cost center reports.

10.3.5. Profit and loss reports.

10.3.6. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.

10.3.7. Information requested by the Department verifying allocation or offset based on third party revenue received.

10.3.8. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.

11. The Contractor shall review and comply with further restrictions included in the Funding Opportunity Announcement (FOA).

12. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to invoicesforcontracts@dhhs.nh.gov, or invoices may be mailed to:

    Program Manager
    Department of Health and Human Services
    Bureau of Drug & Alcohol Services
    105 Pleasant Street
    Concord, NH 03301

13. The Contractor agrees that billing submitted for review 60 days after the last day of the billing month may be subject to non-payment.

14. The Department shall make payment to the Contractor within 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.

15. The final invoice shall be due to the Department no later than 40 days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

16. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.

17. 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.

18. 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.

19. 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.

20. Audits

20.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if **any** of the following conditions exist:

20.1.1. 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.

20.1.2. 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.

20.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

20.2. 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.

20.3. 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.

20.4. 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.

20.5. 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.

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 the "Standards for Privacy and Security of Individually Identifiable Health Information," 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Part 1&2 of the "American Recovery and Reinvestment Act of 2009," 42 USC 17934, et sec., applicable to business associates, and also agrees to comply with the "Confidentiality of Substance use Disorder Patient Records," 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as applicable, and as these laws may be amended from time to time.

(1) Definitions.

a. "Business Associate" shall mean the Contractor and its agents that receive, use, transmit, 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.

b. The following terms have the same meaning as defined in HIPAA 45 CFR Parts 160, 162 and 164 and the HITECH Ac as they may be amended from time to time:

"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."

c. 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.

d. "Part 2 record," means any "Record" relating to a "Patient, and "Patient Identifying Information," as defined in 42 CFR Part 2.11 relating to substance use disorder Part 2 records.

e. "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 the Scope of Work of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall protect all 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.

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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.

c. To the extent Business Associate is permitted under the Agreement and the BAA to disclose PHI to any third party or subcontractor, prior to making any such disclosure, the Business Associate must obtain a business associate agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in its business associate agreement with the third party or subcontractor.

d. The Business Associate shall not disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure the Business Associate agrees to refrain from disclosing the PHI, until such time as a court orders the disclosure. If applicable, in any judicial proceeding, the Business Associate shall resist any efforts to access any Part 2 records.

(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 and Part 2, as applicable.

b. The Business Associate shall immediately notify the Covered Entity at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that a known or suspected privacy or security incident or breach has occurred potentially exposing or compromising PHI. This includes inadvertent or accidental uses, disclosures, incidents or breaches of unsecured PHI.

c. In the event of a breach, the Business Associate shall comply with all applicable terms of this BAA, and the information security requirements addendum of the Agreement.

d. The Business Associate agrees to perform a risk assessment, based on the information available at the time, when it becomes aware of any known or suspected privacy or information security incident or breach as described above and communicate that assessment to the Covered Entity. The risk assessment shall include at a minimum, but not be limited to:

- The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

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- 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; and
- The extent to which the risk to the protected health information has been mitigated.

e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in writing to the Covered Entity as soon as practicable after the conclusion of the investigation.

f. 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.

g. As stated in 2.c. above, Business Associate shall require any subcontractor or 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 of the use and disclosure of PHI contained herein, and comply with the duty to return or destroy the PHI as provided under Section 3 (m). In addition, the Business Associate shall require all third party contractors or business associates of the Business Associate receiving PHI pursuant to the Agreement to agree to the Business Associates' rights of enforcement and indemnification from such third party or contractor for the purpose of use and disclosure of protected health information.

h. Within ten (10) 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 BAA and the Agreement.

i. 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.

j. 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.

k. 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.

l. 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

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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.

m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within ten (10) 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.

n. 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.

- If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI. A current version of the Covered Entity's Notice of Privacy Practices is attached to the end of this BAA. Any changes in the Covered Entities' website: https://www.dhhs.nh.gov/oos/hipaa/publications.htm

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 General Provisions (P-37 of the Agreement, the

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Date

Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the BAA. 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, Laws, and Regulatory References. All terms and regulations used herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this BAA to a Section in HIPAA or 42 CFR Part 2, 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 BAA, from time to time as is necessary for Covered Entity and the Business Associate to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, 42 CFR Part 2, 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 and Business Associate to comply with HIPAA and 42 CFR Part 2.

e. Segregation. If any term or condition of this BAA 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 BAA I are declared severable.

f. Survival. Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Business Associate Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of BAA...

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Date 3/3/2022

New Hampshire Department of Health and Human Services

Exhibit I – Amendment #1

IN WITNESS WHEREOF, the parties hereto have duly executed this BAA.

Department of Health and Human Services	Hope on Haven Hill
The State	Name of the Contractor
DocuSigned by: Katja S. Fox ED9D05B04C63442...	DocuSigned by: Lisa Pollard 61EFA1F5A5F142D...
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Lisa Pollard
Name of Authorized Representative	Name of Authorized Representative
Director	Director of Operations
Title of Authorized Representative	Title of Authorized Representative
3/3/2022	3/3/2022
Date	Date

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Date 3/3/2022

Exhibit L – Amendment #1

Sample

ASAM END USER LICENSE AGREEMENT

This End User License Agreement ("EULA") is made this _____ by the undersigned provider ("ELIGIBLE PROVIDER") with the American Society of Addiction Medicine ("LICENSOR") with offices at 11400 Rockville Pike Suite 200, Rockville, MD 20852 and <PUBLIC ENTITY NAME> ("LICENSEE") with offices at <PUBLIC ENTITY OFFICE LOCATION>. Capitalized terms not defined herein shall have the meanings as set forth in the Agreement.

WHEREAS, LICENSOR and LICENSEE entered into the Public Entity Permission Agreement ("Agreement") on [DATE];

WHEREAS, ELIGIBLE PROVIDER desires to be subject to a non-transferrable sub-licensee to use the WORK pursuant to the terms of the Agreement; and

WHEREAS, ELIGIBLE PROVIDER desires to be subject to the Agreement; and

NOW THEREFORE, in order to be legally bound, and for good and valuable consideration, which is hereby acknowledged, ELIGIBLE PROVIDER elects as follows:

1. ELIGIBLE PROVIDER hereby agrees to participate, comply and be bound by the terms of the Agreement. ELIGIBLE PROVIDER represents that it has reviewed the Agreement attached hereto which is made a part of and incorporated herein.

2. ELIGIBLE PROVIDER shall be permitted to describe, characterize, market, or otherwise communicate their compliance with the ASAM Criteria and delivery of specific ASAM Level(s) of Care to the extent the WORK is incorporated into state laws or policies that ELIGIBLE PROVIDER is subject to. Such communications may use plain-text versions of the ASAM trademark and The ASAM Criteria trademark, but shall not use any logo, seal, or graphic incorporating the ASAM or The ASAM Criteria trademark without separate, direct permission from ASAM. ELIGIBLE PROVIDER shall not be permitted to incorporate ASAM Criteria content in their other business operations, including digital technology and commercial training services, unless they have a separate, direct agreement with ASAM to license the ASAM Criteria.

3. ELIGIBLE PROVIDER agrees that LICENSOR retains the right to review and approve the ELIGIBLE PROVIDER's public communications described in paragraph 2 upon request, such approval not to be unreasonably withheld, and ELIGIBLE PROVIDER agrees to make such public communications only in the form approved by LICENSOR. ELIGIBLE PROVIDER agrees to provide to LICENSOR the means to access any public communications described in paragraph 2 for the limited purpose of ensuring

compliance with this Agreement. LICENSOR agrees to notify ELIGIBLE PROVIDER of any objections to its public communications within thirty (30) business days of LICENSOR's review. If LICENSOR does not approve the public communications subject to paragraph 2, ELIGIBLE PROVIDER may redesign and/or modify them and submit to further review by LICENSOR. In the event that LICENSOR has not approved the public communications within 180 days following the initial review, the LICENSOR may terminate this EULA.

4. LICENSOR shall have the right to immediately terminate this EULA only by providing written notice of such termination to ELIGIBLE PROVIDER in the event that ELIGIBLE PROVIDER fails to abide by any of the terms and conditions of this Agreement, in the event that ELIGIBLE PROVIDER's license, contract, or other arrangement with LICENSEE terminates or expires for any reason, or in the event that ELIGIBLE PROVIDER's continued use of the WORK or operation of the OPERATIONS is reasonably determined by LICENSOR to be materially detrimental to the interests of ASAM and its members. In the event of a termination of this Agreement for any reason, all rights with respect to the WORK shall automatically revert to LICENSOR. Termination of this EULA shall be without prejudice to any rights of either party at law or equity.

5. In the event of a conflict between the terms of any other agreements between LICENSEE agreement and ELIGIBLE PROVIDER and the Agreement, the terms of the Agreement shall control as to ELIGIBLE PROVIDER's, LICENSOR's, and LICENSEE's obligations under the Agreement.

The ELIGIBLE PROVIDER hereby accepts the terms contained herein by signing below.

ELIGIBLE PROVIDER

By: _____

Print Name: _____

Title: _____

Address: _____

Email address: _____

Telephone number: _____

National Provider Identifier: _____

Date: _____

Contractor Initials DS LP

Date 2/11/2022

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State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HOPE ON HAVEN HILL INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 25, 2015. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **735370**
Certificate Number: **0005353140**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of April A.D. 2021.

William M. Gardner
Secretary of State

DocuSign Envelope ID: A1A9C418-BF41-411E-B5CF-58C906FADC39

CERTIFICATE OF AUTHORITY

I, MICHAEL J. MURPHY, hereby certify that:
(Name of elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of HOPE ON HAVEN HILL INC.
(Corporation/LLC Name)
2. The following is a true copy of a vote taken at a meeting of Board of Directors/shareholders, duly called and held on NOVEMBER 10, 2021, at which a quorum of Directors/shareholders were present and voting. (Date)

VOTED: That LISA POLLARD OPERATIONS AND FINANCE OFFICER (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of HOPE ON HAVEN HILL 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 affect 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: 2-11-22

Signature of Elected Officer
Name: MICHAEL J. MURPHY
Title: TREASURER

DocuSign Envelope ID: A1A9C418-BF41-411E-B5CF-58C906FADC39

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/25/2021

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 E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	**CONTACT NAME:** Fairley Kenneally **PHONE (A/C, No, Ext):** (603) 293-2791 **FAX (A/C, No):** (603) 293-7188 **E-MAIL ADDRESS:** fairley@esinsurance.net
INSURED Hope on Haven Hill, Inc. P O Box 1272 Rochester NH 03867	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A:** Wesco Insurance Co — 25011 **INSURER B:** AmTrust Financial Services, Inc. **INSURER C:** **INSURER D:** **INSURER E:** **INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** 21 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			WPP1871968	08/01/2021	08/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Abuse and Molestation	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			WPP1871967 01	08/01/2021	08/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			WUM1877069 01	08/01/2021	08/01/2022	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WWC3540010	08/02/2021	08/02/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

State of NH Department of
Health and Human Services
129 Pleasant Street
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Fairley Kenneally

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HOPE ON HAVEN HILL

326 ROCHESTER HILL RD, ROCHESTER, NH

Mission: To provide a nurturing home environment to pregnant women with a Substance Use Disorder who are in recovery, along with their children, for up to a year postpartum.

Vision: By providing a safe home with comprehensive addiction treatment services, family therapy, parenting classes, advancement in education and life coaching we will support women who are homeless or imminently homeless in their Recovery from addiction who pregnant or parenting. An enriched self-esteem, confidence and a tool-belt full of life skills will promote independence and sustained Sobriety.

Email: info@hopeonhavenhill.org

Facebook: https://www.facebook.com/hopeonhavenhill

Website: www.hopeonhavenhill.org

Mailing Address: Hope on Haven Hill P.O. Box 1272, Rochester, NH 03867

Phone: 603-841-5353 or 603-948-1230

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HOPE ON HAVEN HILL

AUDIT OF FINANCIAL STATEMENTS

YEARS ENDED JUNE 30, 2020 AND 2019

DocuSign Envelope ID: A1A9C418-BF41-411E-B5CF-58C906FADC39

HOPE ON HAVEN HILL, INC.

AUDIT OF FINANCIAL STATEMENTS

YEARS ENDED JUNE 30, 2020 AND 2019

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INDEPENDENT AUDITORS' REPORT

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LAMONT
& McNAMEE, PLLC

"Trusted Advisors for over 60 years!"

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Licensed in Maine, New Hampshire and Massachusetts

January 15, 2021

To the Board of Directors
Hope on Haven Hill, Inc.
Rochester, New Hampshire

We have audited the accompanying financial statements of Hope on Haven Hill, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2020 and 2019 and the related statements of activities and changes in net assets, functional expenses and cash flows for the years then ended and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Hope on Haven Hill, Inc. as of June 30, 2020 and 2019, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Cummings, Lamont & McNamee, PLLC

Certified Public Accountants
Stratham, New Hampshire

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HOPE ON HAVEN HILL, INC.

STATEMENTS OF FINANCIAL POSITION

JUNE 30,

	2020	2019
ASSETS		
CURRENT ASSETS		
Cash	$ 1,349,324	$ 948,420
Medical billing receivable	267,758	123,999
Total Current Assets	1,617,082	1,072,419
PROPERTY AND EQUIPMENT		
Building	542,722	542,722
Land	109,917	109,917
Equipment	37,725	3,000
Furniture and fixtures	24,719	17,985
Vehicles	29,683	29,683
Leasehold improvements	171,555	191,955
	916,321	895,262
Less Accumulated depreciation	63,640	36,198
Total Property and Equipment, Net	852,681	859,064
OTHER ASSETS		
Deposits	-	1,600
Total Other Assets	-	1,600
Total Assets	$ 2,469,763	$ 1,933,083

See Notes to Financial Statements

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HOPE ON HAVEN HILL, INC.

STATEMENTS OF FINANCIAL POSITION

JUNE 30,

LIABILITIES AND NET ASSETS	2020	2019
CURRENT LIABILITIES		
Accounts payable	$ 4,527	$ 1,469
Accrued expenses	59,686	67,266
Current portion of long-term debt	31,576	31,262
Total Current Liabilities	95,789	99,997
LONG-TERM LIABILITIES		
Note payable, net of current portion	63,662	87,393
PPP loan	186,600	-
Total Long-Term Liabilities	250,262	87,393
Total Liabilities	346,051	187,390
NET ASSETS		
Net assets without donor restrictions	2,094,241	1,745,693
Net assets with donor restrictions	29,471	-
Total Net Assets	2,123,712	1,745,693
Total Liabilities and Net Assets	$ 2,469,763	$ 1,933,083

See Notes to Financial Statements

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HOPE ON HAVEN HILL, INC.

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

YEAR ENDED JUNE 30, 2020

	Net Assets Without Donor Restrictions	Net Assets With Donor Restrictions	Total
SUPPORT AND REVENUE			
Donations	$ 148,144	$ -	$ 148,144
Grants	1,025,505	35,000	1,060,505
Insurance reimbursement revenue	704,991	-	704,991
Fundraising	25,837	-	25,837
Other income	14,115	-	14,115
Interest income	154	-	154
Gain (loss) on disposal of property and equipment	(18,910)	-	(18,910)
Net assets released from restrictions	5,529	(5,529)	-
Total Revenue and Other Support	1,905,365	29,471	1,934,836
EXPENSES			
Program Services	1,144,830	-	1,144,830
Supporting Services:			
Management and general	308,448	-	308,448
Fundraising	103,539	-	103,539
Total Supporting Services	411,987	-	411,987
Total Expenses	1,556,817	-	1,556,817
Changes in Net Assets	348,548	29,471	378,019
NET ASSETS, Beginning of Year	1,745,693	-	1,745,693
NET ASSETS, End of Year	$ 2,094,241	$ 29,471	$ 2,123,712

See Notes to Financial Statements

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HOPE ON HAVEN HILL, INC.

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

YEAR ENDED JUNE 30, 2019

	Net Assets Without Donor Restrictions	Net Assets With Donor Restrictions	Total
SUPPORT AND REVENUE			
Donations	$ 70,558	$ -	$ 70,558
Grants	1,174,659	-	1,174,659
Insurance reimbursement revenue	686,514	-	686,514
Fundraising	56,485	-	56,485
Other income	17,195	-	17,195
Interest income	167	-	167
Net assets released from restrictions	205,500	(205,500)	-
Total Revenue and Other Support	2,211,078	(205,500)	2,005,578
EXPENSES			
Program Services	941,113	-	941,113
Supporting Services:			
Management and general	247,790	-	247,790
Fundraising	110,833	-	110,833
Total Supporting Services	358,623	-	358,623
Total Expenses	1,299,736	-	1,299,736
Changes in Net Assets	911,342	(205,500)	705,842
NET ASSETS, Beginning of Year	834,351	205,500	1,039,851
NET ASSETS, End of Year	$ 1,745,693	$ -	$ 1,745,693

See Notes to Financial Statements

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HOPE ON HAVEN HILL, INC.

STATEMENT OF FUNCTIONAL EXPENSES

YEAR ENDED JUNE 30, 2020

	Program Services	Management and General	Fundraising	Total
Salaries and wages	$ 647,396	$ 146,743	$ 69,056	$ 863,195
Office expense	127,064	27,894	3,241	158,199
Employee benefits	68,036	41,149	-	109,185
Professional fees	46,728	23,657	5,397	75,782
Payroll taxes	52,592	11,921	5,610	70,123
Repair and maintenance	39,527	19,150	1,355	60,032
Direct services	42,957	-	-	42,957
Rent	18,550	18,550	-	37,100
Depreciation	26,039	1,447	1,447	28,933
Insurance	17,175	5,953	-	23,128
Utilities	17,043	4,261	-	21,304
Memberships and registrations	15,173	715	809	16,697
Telephone and internet	9,355	4,677	1,559	15,591
Fundraising	-	-	14,105	14,105
Payroll service charges	4,910	1,113	524	6,547
Auto expenses	3,945	-	-	3,945
Travel	2,029	152	355	2,536
Meals and entertainment	1,586	903	-	2,489
Taxes	2,129	-	-	2,129
Dues and subscriptions	1,454	81	81	1,616
Interest expense	814	-	-	814
Licenses and permits	328	82	-	410
	$ 1,144,830	$ 308,448	$ 103,539	$ 1,556,817

See Notes to Financial Statements

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HOPE ON HAVEN HILL, INC.

STATEMENT OF FUNCTIONAL EXPENSES

YEAR ENDED JUNE 30, 2019

	Program Services	Management and General	Fundraising	Total
Salaries and wages	$ 564,760	$ 126,508	$ 53,900	$ 745,168
Professional fees	61,219	31,940	7,399	100,558
Employee benefits	53,014	31,633	-	84,647
Payroll taxes	50,648	11,480	5,402	67,530
Direct services	53,560	-	-	53,560
Repair and maintenance	28,960	14,639	-	43,599
Fundraising	-	-	38,782	38,782
Insurance	24,919	5,088	-	30,007
Office expense	16,533	5,276	1,377	23,186
Depreciation	20,538	-	-	20,538
Rent	9,600	9,600	-	19,200
Utilities	14,506	3,626	-	18,132
Telephone and internet	6,597	3,299	1,100	10,996
Memberships and registrations	8,205	1,146	1,148	10,499
Taxes	9,623	-	-	9,623
Auto expenses	6,595	-	-	6,595
Dues and subscriptions	3,690	1,901	-	5,591
Payroll service charges	4,021	911	429	5,361
Travel	1,923	144	337	2,404
Interest expense	1,830	291	-	2,121
Licenses and permits	-	-	959	959
Meals and entertainment	372	308	-	680
	$ 941,113	$ 247,790	$ 110,833	$ 1,299,736

See Notes to Financial Statements

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HOPE ON HAVEN HILL, INC.

STATEMENTS OF CASH FLOWS

YEARS ENDED JUNE 30,

	2020	2019
CASH FLOWS FROM OPERATING ACTIVITIES:		
Change in net assets	$ 378,019	$ 705,842
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation	28,933	20,538
Gain (loss) on disposal of property and equipment	18,910	-
Changes in assets and liabilities that used (provided) cash:		
Medical billing receivable	(143,759)	(68,386)
Prepaid expenses	-	642
Deposits	1,600	5,000
Accounts payable	3,058	(9,162)
Accrued expenses	(7,580)	4,312
Net cash provided by (used in) operating activities	279,181	658,786
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of property and equipment	(41,460)	(390,505)
Net cash provided by (used in) investing activities	(41,460)	(390,505)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Net proceeds (repayments) on line of credit	-	(28,999)
PPP loan	186,600	-
Payments on long-term debt	(23,417)	(31,156)
Net cash provided by (used in) financing activities	163,183	(60,155)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	400,904	208,126
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	948,420	740,294
CASH AND CASH EQUIVALENTS AT END OF YEAR	$ 1,349,324	$ 948,420
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Interest expense	$ 1,616	$ 2,121

There was no cash paid during 2020 and 2019 for taxes on income.

SUPPLEMENTAL SCHEDULE OF NONCASH INVESTING AND FINANCING ACTIVITIES:

There were no noncash investing and financing activities for the years ended June 30, 2020 and 2019.

See Notes to Financial Statements

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HOPE ON HAVEN HILL, INC.

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED JUNE 30, 2020 AND 2019

Note 1 - Summary of Significant Accounting Policies

Nature of Activities - Hope on Haven Hill, Inc. (The Organization) was organized November 25, 2015. The Organization is a level 3.5 substance use treatment facility serving homeless, pregnant and newly parenting mothers who are in recovery. The Organization was established to provide a nurturing, therapeutic home environment for women with substance use disorder who are seeking recovery. The organization also provides outpatient counseling services through individual and group counseling, as well as an Intensive Outpatient Program for individuals with substance use disorder.

In December 2016, the Organization opened an eight-bed residential facility, which provides a safe home with comprehensive addiction treatment services, including group and individual therapy, 12-step programs, smoking cessation seminars, family therapy, parenting classes, educational, job, and life coaching, and case management, to support women and their families in their recovery from addiction.

In August 2019, the Organization opened a second facility, Abi's Place, an eight-room transitional recovery house, for mothers in recovery and their children. Abi's Place offers women who have completed a residential program the opportunity to live in a transitional setting that offers assistance with employment, childcare, and continued recovery support.

Basis of Accounting - The financial statements of the Organization have been prepared on the accrual basis of accounting, and accordingly, reflect all significant receivables, payables, and other liabilities.

Basis of Presentation – The Organization follows the provisions of FASB Account Standards Update (ASU) No. 2016-14, Presentation of Financial Statements for Not-for-Profit Entities. In accordance with these provisions, the Organization is required to report information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

Net assets and revenues, expenses, gains and losses are classified based on the existence or absence of donor-imposed restrictions, accordingly, net assets and changes therein are classified as follows:

> Net assets without donor restrictions - Net assets that are not subject to donor-imposed stipulations.
>
> Net assets with donor restrictions - Net assets subject to donor-imposed stipulations that 1) may or will be met either by actions of the Organization and/or the passage of time or 2) they be maintained permanently by the Organization.

Cash and Cash Equivalents - For purposes of the Statement of Cash Flows, the Organization considers all unrestricted highly liquid investments which are readily convertible into known amounts of cash and have a maturity of three months or less when acquired to be cash equivalents. The Organization maintains cash balances at several banks. From time to time during the years ended June 30, 2020 and 2019, the Organization's bank account balances may have exceeded federally insured limits. Management has evaluated this risk and considers it to be a normal business risk.

Donated Assets - Donated marketable securities and other noncash donations are recorded as contributions at their estimated fair values at the date of donation. Donations of inventory items held for resale are recognized when sold because the Organization does not have an objective measurement for determining fair value.

Donated Services - Donated services are reflected in the financial statements at the fair value of the services received only if the services (a) create or enhance nonfinancial assets or (b) require specialized skills that are provided by individuals possessing those skills and would typically need to be purchased if not provided by donation.

Estimates - The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results could differ from those estimates.

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Note 1 - Summary of Significant Accounting Policies (continued)

Income Tax Status - The Organization is exempt from federal and state income taxes under Section 501(c)(3) of the Internal Revenue Code. In addition, donations to the Organization qualify for the charitable contribution deduction under Section 170(b)(1)(A), and the Organization has been classified as an organization that is not a private foundation under Section 509(a)(2).

The federal informational tax return of the Organization is subject to examination, generally for three years after the returns are filed.

Grants and Medical Billing Receivable - Grants and medical billing receivable are stated at the amount management expects to collect from outstanding balances. Management considers accounts receivable to be delinquent based on the date of unpaid invoices. Management provides for probable uncollectible amounts through a provision for bad debt expense and an adjustment to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a reduction to accounts receivable. There was no allowance for doubtful accounts as of June 30, 2020 and 2019. The Organization does not require collateral when extending credit.

Property and Equipment - Property and equipment is stated at cost, less accumulated depreciation. Depreciation is provided for using the straight line method over the estimated useful lives of the related assets, which is 5 to 30 years and a value over $1,000. Normal repairs and maintenance are expensed as incurred. Upon sale or retirement of depreciable assets, the related cost and accumulated depreciation are removed from the accounts. Any gain or loss on the sale or retirement is recognized in current operations. Assets donated with explicit restrictions regarding their use, and contributions of cash that must be used to acquire property and equipment are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donors. The Organization reclassifies net assets with restrictions to net assets without restrictions at that time.

Contributions - Unconditional promises to give are recognized as revenue when the underlying promises are received by the Organization. Gifts of cash and other assets are reported as net assets with restrictions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with restrictions are reclassified to net assets without restrictions and reported in the Statement of Activities and Changes in Net Assets as net assets released from restrictions. Restricted contributions which are both received and released within the same year are recorded as net assets without restrictions

Functional Allocation of Expenses - The expenses of providing various program and supporting services have been summarized on a functional basis in the statement of activities. Accordingly, certain expenses have been allocated among the programs and supporting services benefited. Allocations may be direct or indirect according to the type of expense incurred. The expenses that have been allocated include salaries, payroll taxes and employee benefits which have been allocated based on an estimation of time and effort and professional fees, repairs and maintenance, rent, utilities, insurance, office expenses, telephone and internet and memberships and registrations which have been allocated based on an estimation of usage and consumption.

Advertising Costs - The Organization's policy is to expense advertising costs as they are incurred. There was no advertising expense for the years ended June 30, 2020 and 2019.

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Note 2 – Line of Credit

In January 2017 the Organization obtained a line of credit from a financial institution in the amount of $24,999. In July 2017 the amount was increased to $50,000. The line bears interest at the Wall Street Journal Prime Rate plus 1.50% with a floor of 5.25%. The interest rate was 5.25% and 7.00% at June 30, 2020 and 2019, respectively. The line is secured by all personal property of the Organization. There was no interest expense paid on the line during the year ended June 30, 2020. Interest expense paid on the line was $969 for the year ended June 30, 2019.

Note 3 - Note Payable

The following summarizes the Organization's long-term debt obligations as of June 30,:

Terms	Security	2020	2019
Term loan with the New Hampshire Health and Education Facilities Authority. Monthly payments of principal and interest of $2,692. The loan has a fixed interest rate of 1.00% and matures in March 2023.	Building	$ 95,238	$ 118,655
Total Debt		95,238	118,655
Less: current portion		31,576	31,262
		$ 63,662	$ 87,393

Interest expense under this debt agreement amounted to $814 and $1,152 for the years ended June 30, 2020 and 2019, respectively.

Future minimum principal payments under the agreement are as follows at June 30,:

2021	$ 31,576
2022	31,893
2023	31,769
	$ 95,238

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HOPE ON HAVEN HILL, INC.

NOTES TO FINANCIAL STATEMENTS

YEARS ENDED JUNE 30, 2020 AND 2019

Note 4 - Restrictions and Limitations of Net Asset Balances

Net assets with restrictions consisted of the following at June 30,.

	2020	2019
Playscapes	$ 19,471	$ -
Transportation	10,000	-
Total net Assets with Restrictions	$ 29,471	$ -

The sources of net assets released from donor restrictions by incurring expenses satisfying the restricted purposes or by occurrence of the passage of time or other events specified by donors were as follows for the years ended June 30,:

	2020	2019
Playscapes	$ 5,529	$ -
Purchase of rehab location	-	205,500
Total Net Assets Released from Restrictions	$ 5,529	$ 205,500

Net assets without donor restrictions consisted of the following at June 30,:

	2020	2019
Board Designated:		
Facilities	$ 225,000	$ -
Capital campaign	225,000	-
Future expansion	225,000	-
Total Board Designated	675,000	-
Undesignated	1,419,241	1,745,693
Total Net Assets Without Restrictions	$ 2,094,241	$ 1,745,693

Note 5 - Leases

In March 2017 the Organization entered into a two year lease for office space under the terms of an operating lease. The lease ended in February 2019 at which point the Organization became a tenant at will. The lease was terminated in October 2019. The lease called for monthly payments of $1,600. Total rent paid under this lease was $7,076 and $19,200 for the years ended June 30, 2020 and 2019, respectively.

The Organization entered into a new lease for an office space location in September 2019. The lease commenced on November 1, 2019 and calls for monthly rent of $3,336. The lease terminates in October 2022 and the Organization has the option to extend for two additional terms of one year each. The base rent of the lease increases annually by 2.00% and the first increase is scheduled for November 2020. Total rent paid under this lease was $30,024 for the year ended June 30, 2020. Future rental payments under this lease will be $40,566 in 2021, $41,380 in 2022 and $13,884 in 2023.

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Note 6 - Retirement Plan

In January 2019 the Organization adopted a Simple IRA plan. All full-time employees are eligible to participate in the plan. The Organization's matching contributions under this plan totaled $8,708 and $7,676 for the years ended June 30, 2020 and 2019, respectively.

Note 7 - Concentration of Credit Risk

The Organization derived approximately 27% and 30% of its operating revenue and support from a government agency for the years ended June 30, 2020 and 2019, respectively.

Note 8 - Liquidity and Availability of Resources

The Organization has the following financial assets available within one year of the balance sheet date to meet cash needs for general expenditure:

Cash and cash equivalents	$ 1,137,611
Total	$ 1,137,611

None of the financial assets are subject to donor or other contractual restrictions that make them unavailable for general expenditure within one year of the balance sheet date. As part of the Organization's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due.

Note 9 - Uncertainty

Starting in March 2020, local, U.S., and world governments have encouraged self-isolation to curtail the spread of the global pandemic, coronavirus disease (COVID-19), by mandating the temporary shut-down of business in many sectors and imposing limitations on travel and the size and duration of group meetings. Most sectors are experiencing disruption to business operations and may feel further impacts related to delayed government reimbursement, volatility in investment returns, and reduced philanthropic support. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and any government actions to mitigate them. Accordingly, while management cannot quantify the financial and other impacts to the Organization as of January 15, 2021, management believes that a material impact on the Organization's position and results of future operations is reasonably possible.

The U.S. government has responded with several phases of relief legislation as a response to the COVID-19 outbreak. The initial legislation was enacted into law on March 27, 2020, called the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) and that was followed by the Consolidated Appropriations Act of 2021, statutes to address the economic impact of the COVID-19 outbreak. The CARES Act, among other things, 1) authorizes emergency loans to distressed businesses by establishing, and providing funding for, forgivable bridge loans, 2) provides additional funding for grants and technical assistance, 3) delays due dates for employer payroll taxes and estimated tax payments for organizations, and 4) revises provisions of the Internal Revenue Code (or IRC if defined elsewhere), including those related to losses, charitable deductions, and business interest. The Consolidated Appropriations Act of 2021 continued or expanded many of the CARES Act initiatives. The Organization applied for and received a loan of $186,600 under the CARES Act and is monitoring financial operations during the forgiveness period of the loan. The expenditure of the proceeds is subject to certain terms and conditions which may result in the loan being partially or fully forgiven. The loan bears interest at 1.00% and matures in May 2022. There are no payments due for the first 10 months of the loan and the remaining full loan balance is due in monthly payments over the final 18 months of the loan.

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Note 10 - Contingency

In late September 2020, the Organization was made aware of potential lead contamination issue at its residential treatment center. The Organization completed a formal risk assessment in October 2020. The results of the risk assessment indicated a limited number of windows, doors and a pantry cabinet contained lead paint. The Organization closed the residential treatment center and retained a local vendor to complete the facility remediation. As of January 15, 2021 the Organization has invested approximately $137,345 to remediate the facility. Additional test were conducted in late November, December, and mid-January to confirm the lead abatement efforts had been successful. The anticipated reopen date for the residential treatment center is January 20, 2021.

Note 11 - Subsequent Events

Subsequent events have been evaluated by management through January 15, 2021 which is the date the financial statements were available to be issued. Other than the uncertainty disclosed in Note 9 and the contingency disclosed in Note 10, there were no subsequent events that were material to the financial statements at January 15, 2021.

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HOPE ON HAVEN HILL
TREATMENT & RECOVERY

Board of Directors

As of June 2021

Sarah Landres, Esq. – Chair Attorney [redacted] Dover, NH [redacted] Term ending: 12/2021	Joseph Hannon, MD Volunteer, Community Leader, Politician Lee, NH [redacted] Term ending: 12/2022
Jillian Mulrooney – Vice Chair Human Resources Manager [redacted] Concord, NH [redacted] Term ending: 10/2024	Kathleen Routhier, RN Assistant Nurse Manager [redacted] Dover, NH [redacted] Term ending: 12/2022
Michael Murphy, -Treasurer Certified Public Accountant/Partner [redacted] Hampton, NH [redacted] Term ending: 12/2022	
Christine List – Secretary Attorney [redacted] Portsmouth, NH [redacted] Term ending: 02/2025	Nick Couturier President/Principal Broker [redacted] Dover, NH [redacted] Term ending: 02/2025
Dr. Rebecca Bananski Physician [redacted] Dover, NH [redacted] Term Ending: 9/2026	Susan Daigle Community Activist/Educator Portsmouth, NH [redacted] Term Ending: 9/2026

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Gabriella E. Olhava

[redacted]

RELATED EXPERIENCE

Homeless Center for Strafford County- Rochester, NH **August 2018-Present**

Professional Intern/ Case manager

- Collect and document client information and ensure clients' fit into the program
- Participate in Grant writing, fund development, shelter management, interactions with local welfare officers; Achieved Annual appeal goal by 20% due to grant writing
- Guide conflict resolution between residents and plan individual goals by sharing and discussing available resources
- Evaluate client information and determine appropriate degree in which the shelter can serve the client
- Participate in collection of housing and saving payments from residents
- Sustain a running record of client information, services provided, and payments completed
- Create a living document using Google Drive for the entire organization to improve communication with staff
- Maintain professional working relationships with area agencies to communicate client applications and evaluations
- Worked in ordinance with HCSC protocols, guidelines, and regulations

Seacoast Reads-Durham, NH **January 2018 – May 2018**

Tutor

- Tutor children in kindergarten who are falling behind in reading and writing by encouraging the children to stay motivated about learning, even when things get challenging
- Create a safe and comfortable environment where the children are able to be receptive of the material at hand

Seacoast Volleyball Club- Dover, NH **January 2017- May 2017**

Head Coach for a 12U team **January 2016- May 2016**

- Organize and plan practices, develop and maintain relationships with parents, and train young athletes
- Give back to the sport and show young players the balance between working hard and having fun in the sport

LEADERSHIP AND PROFESSIONAL AFFILIATIONS

UNH Women's Volleyball Team, *Player & Captain* **December 2015- Current**

Returning Captain- 4-year scholarship athlete

- Manage communication between Coaching staff and Team
- Plan, organize and develop events that are related to the program- Volley4Holly, Spread Respect, Team Impact
- Uphold and enforce team rules, listen to needs of team and put thoughts to actions
- Multi-task and time manage
- Won two championships and made two NCAA appearances

AWARDS, HONORS, AND ACCOLADES

- **Ed Jentes Coaches Award** **April 27th, 2017**
- **Holly Young Most Valuable Player** **April 14, 2017**
- **America East Commissioner's Honor Roll (3.5+ GPA)** **September 2017-May 2018**
  September 2018-current

EDUCATION AND CERTIFICATIONS

University of New Hampshire - Durham, NH **Expected: May 2019**

Bachelor of Science: Social Work

Sexual Harassment Prevention Trained **February 4th, 2019**

Narcan Certification **November 15th, 2019**

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Kerrylee Norton, RN



OBJECTIVE

Management level leadership position within a system of healthcare for pregnant and parenting women utilizing community relations, program development, grant writing, networking, fund development, financial, strategic planning/thinking and board development/management with opportunity for high community impact and personal growth.

July 2015- Present – *Executive Director, Hope on Haven Hill, Rochester, NH*

Began in the organization as Co-Founder and Program Director of emerging Non-Profit Residential treatment facility for Pregnant Women with Substance Use Disorder. Responsibilities include but not limited to, Filing for 501 c(3), Grant writing, preparing and testifying for Variance and Planning Board, Submitting application for Level 3.5 Inpatient treatment facility licensure, Prepare policies and procedures and admission criteria, prepare facility policies, Coordinate fundraising and volunteers, Give presentations to local schools, civic agencies, businesses and NH allies, Advocate for Prevention, Treatment and Recovery services for NH and care for Women who reached out to us while unable to access care in NH and assist them with getting support and treatment.
After opening supervise and train Recovery support staff. Maintain schedule for recovery support for programming schedule of residential program. Implement, monitor and supervise medication management of residential programming. Implement, monitor and supervise urine drug screenings for residential program. Responsible for day to day operations of residential program.
Was promoted to Executive Director in August 2019. Responsible for day-to-day management, administration, operations, and development for HHH.

- Directly manages $2M annual budget which includes state funds, private donations, funds from foundations and grants, donor solicitations, etc. Provides direct financial reporting to these entities and the Board of Directors.
- Provide leadership to staff and community to ensure the mission and strategic plan is carried out.
- Oversees daily operations, administration, development, capital purchases and clinical.
- Recruit, develop, and manage staff- administration, clinical and clinical.
- Provide direct supervision to: Operations Director and Clinical Director and other staff as needed and appropriate.
- Create and maintain policies and procedures for all programs and operations for the organization.
- Assist the Board of Directors in developing annual budgets, financial planning, and funding of programming, initiatives and strategies that will propel the agency forward (i.e., billing service expansion, facility expansion, etc)

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11/2008-11/13/2015- *Maternal Child/Health/Prenatal Nurse, Garrison Women's Health Center, Dover, NH*

Triage and Infertility Nurse in Busy OB-GYN office. Responsibilities include but not limited to completing triage on all patient calls, New Prenatal OB intakes, Essure Procedures, Infertility coverage including call weekends, Employee Health, OSHA training and compliance for all employees, new hire training and policy and protocol implementation.

1/2006-4/2010- *Pre-op and Post-op RN/CPSN and Skin wellness, Atlantic Plastic Surgical Center, Portsmouth, NH*

All facets of care for patients undergoing Ambulatory Surgery. Admit patients, Circulate and Scrub during surgical cases and Recover patients in PACU. Certified as a Certified Plastic Surgical Nurse with National Certification in Skin Wellness. Certified to perform Microdermabrasion, Chemical Peels and Laser Therapy.

5/1994-10/2008-*Maternal Child Health RN/Resource Nurse, Portsmouth Regional Hospital, Portsmouth, NH*

All facets of Maternal Health, including Labor and Delivery, Postpartum Well Baby Nursery, Level 2 Nursery, Pediatrics, Scrub and PACU for Cesarean Sections, Breast Feeding support, Sibling Class facilitator, NRP instructor, PALS instructor, Resource/Charge Nurse and Staff orientation.

1/2002-1/2005- *Pediatric Registered Nurse, Portsmouth Pediatric Associates, Portsmouth, NH*

Weekend coverage for Triage care for sick visits of all Pediatric patients in a very busy pediatric practice. As the only nurse covering on weekends, I became competent in all facets of pediatric care and emergencies.

1/2002-1/2005- *Triage RN and Childbirth Educator, Harbour Women's Health, Portsmouth, NH*

Triaged all patient medical concerns. Reviewed all Laboratory reports and followed up with patient results and treatment protocols. Assisted Dr. Lantinen with infertility patients. Taught and coordinated all Childbirth Education programs.

5/19993-5/1995- *Triage RN, York OB-GYN Associates, York Me*

Triage all patient concerns and assist physicians with patient care.

9/1993-5/1994- *Substitute School Nurse, SAD 60, Berwick ME*

Substitute School Nurse in SAD 60. Worked in all School. Elementary, Middle School and High School.

Education:

- NHCC, Manchester, NH- Associates in Science, Nursing
- Franklin University, Bachelor of Science, Nursing
- Franklin University, BSN-MSN Nursing current enrolled, graduation 2022

Past and Present Certifications:
NRP, BCLS, ACLS, CPSN and STABLE. Maine State Registered Nurse, License compact state.

References upon request

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Lisa M. Pollard, MBA, C.P.M.
[redacted]
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[redacted] (c)
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EXPERIENCE

2019 – present Director of Operations
Hope on Haven Hill, 158 Route 108, Suite D, Somersworth, NH 03878

Current responsibilities include planning, directing, and coordinating the organization's day-to-day operations including, but not limited to, financial, grant, and contract management and compliance; oversight of facilities; supply management; Information Technology; human resources; recruiting and employee benefits; and staff training. In addition, responsible for collaborating with the Executive Director to develop and implement strategies to ensure efficiency and effectiveness of operations; effective communications; drafting Requests for Proposals; completing grant applications; overseeing annual audits; and for ensuring all related State/Federal contractor requirements and grant demands are met. Responsible for supervision of all office and administrative staff, house managers, and clinical director. Currently overseeing the building of a new wellness center for the organization.

2018 – 2019 Contract Administrator/Assistant Director, Contracts and Procurement Unit
State of New Hampshire, Department of Health and Human Services (DHHS), 129 Pleasant Street, Concord, NH 03301

Responsibilities included day-to-day supervision of a staff of 16 contract specialists, including assigning work projects, and performing all human resource functions. Worked closely with legal counsel in the preparation and review of Requests for Proposals/Information/Grant Applications (RFPs/RFIs/RGAs); Memoranda of Understanding (MOUs); service contracts; amendments; licensing and nondisclosure agreements; providing guidance on contract language, State rules, laws, and policies; ensuring compliance with state and federal grant requirements, HIPAA requirements, and IT security; facilitating vendor negotiation meetings, staff trainings; participating in special projects including contracts process improvements, implementation of e-Procurement (Strategic Sourcing and Contract Management) modules, and LEAN project management.

2014-2017 Director, Division of Procurement and Support Services (P&SS)
State of New Hampshire, Department of Administrative Services, 25 Capitol Street, Concord, NH 03301

Responsibilities included directing nine areas encompassing approximately 45 employees within the Bureau of Purchase & Property; the Bureau of Graphic Services; the Surplus Food Distribution program for the NH School Lunch Program; the State and Federal Surplus Property programs at White Farm; as well as the State's Real Property; Fleet; Recycling; Merchant Card, and Procurement (PCard) programs.

Duties included reviewing requests for bid/proposal (RFBs/RFPs); drafting/review of statewide commodity and service contracts, MOUs, SLAs, SaaS agreements, etc.; providing oversight of internal/external audits; working closely with the State's legal teams to apply rules and laws, and to interpret language related to the activities within the Division; updating Division policies and procedures; working closely with the Department of Information Technology (DoIT) on statewide IT initiatives such as credit card acceptance by agencies, implementation of a new ERP/POS system at the NH Liquor Commission, upgrades to the State's financial and time systems, etc.; contract negotiations; right-to-know requests; vendor protests/hearings; approving purchase orders; preparation/oversight of Division budgets; LEAN project executive sponsor, and providing legislative input as needed. Assisted in drafting procurement and ethics language for the Senate bill which later became RSA 21-G:37.

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2006-2014 Purchasing **Manager/Contract Specialist**
University System of New Hampshire, Purchasing & Contract Services Dept., 11 Brook Way, Durham, NH 03824

Responsibilities included purchasing and contract administration for large dollar projects at the various USNH institutions. Duties included preparing formal requests for information/proposals/bids (RFI/RFP/RFBs); conducting site inspections; vendor negotiations; assuring compliance with USNH, state, and federal policies and requirements for procurement; overseeing insurance requirements and mitigating risk to the USNH institutions; assisting with internal/external audits; and supervision of support staff. Worked closely with the USNH senior contract officer and legal counsel to draft, review and negotiate UNH/USNH contract documents.

2000-2006 Purchasing Agent
University System of New Hampshire, Purchasing & Contract Services Dept., 11 Brook Way, Durham, NH 03824

Responsibilities included purchasing and contract administration of commodities and services for all four USNH institutions, including information technology and office equipment; printing; motor vehicles; and independent contractors. Conducted campus-wide purchasing training; sourcing; site inspections; pre-proposal meetings and bid openings; contract negotiations; and processed purchase orders. Was the "green" buying specialist for UNH.

EDUCATION

2003-2006 Plymouth State University, Plymouth, New Hampshire
Received Master of Business Administration (MBA) degree in Spring 2006.

1984-1988 Hawthorne College, Antrim, New Hampshire
Graduated cum laude in April 1988 with a Bachelor of Science degree in Business Administration and a minor in Psychology. President of Student Council 1987-1988.

CERTIFICATION

Received designation as **Certified Purchasing Manager (C.P.M.)** through the Institute for Supply Management (ISM) in July 2009. Renewed July 2014.

TECHNICAL SKILLS

Experienced in utilizing the following software and databases: Microsoft Office 365; SharePoint, Access; SCT Banner (Oracle); Lawson/Infor NH First (Oracle), Unimarket ERP, and CutePDF, WITS, and MMIS. Current Notary Public.

OTHER

Have previously published magazine articles related to sports and the environment.

REFERENCES

Available upon request.

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Beth O'Dell, MS, LCMHC, NCC, 200-RYT

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Education

M.S. Walden University, 2016
Human Services (Public Policy, Analysis and Planning)

M.S. Wilmington University, 2013
Community Counseling
Advisor: Doris Lauckner, PsyD.

B.S. Wilmington University, 2005
Psychology

Experience

Adult ACT Clinician October 2016-Present
Center for Life Management, Derry, NH
Clinical Supervisor: Heather Crowell, LCMHC, MLADC, LCS
Work in coordination with the Assertive Community Treatment (ACT) Team to provide integrated services to individuals with severe, persistent mental illness. Provide leadership, support and mentoring to bachelor-level staff on the ACT Team. Provide clinical services within the community and office setting to individuals receiving treatment on the ACT Team, as well as functional support services and case management as needed. Provide mental health and substance abuse treatment (individual and group), utilizing Cognitive Behavior Therapy, Dialectical Behavior Therapy, Motivational Interviewing techniques within the therapeutic setting, and with respect to client stage of change. Provide consultation to the Substance Use Disorder (SUD) pilot team as the SUD group leader for clients during weekly SUD Team meeting. Develop and implement a Yoga for Mental Health group program within the adult department. Assess for crisis, provide stabilization care as needed, and provide on-call services. Work closely with Emergency Services to coordinate voluntary and/or involuntary emergency admission to hospital for inpatient psychiatric care. Attended all ACT Team meetings, as well as clinical staff meetings and trainings as required.

SAPR Support Specialist August 2013-September 2016
Sexual Assault Prevention and Response (SAPR)
Portsmouth Naval Shipyard, Kittery, ME
Facilitate proper implementation of SAPR Program requirements per Navy and Department of Defense instruction, policy, and guidance in collaboration with the Sexual Assault Response Coordinator (SARC). Assist in screening sailors for volunteer service as Victim Advocates. Develop, provide, and manage sexual assault training and prevention tools to military and civilian personnel on base and throughout the area of responsibility (Maine, New Hampshire, Vermont, and northern Massachusetts). Coordinate monthly case management group meetings on behalf of SARC and installation leadership. Coordinate the SAPR Watch Bill (on-call schedule) for Unit Victim Advocates (UVA), and provide mentorship, continuing education, and assistance with certification/D-SAACP renewal packages. Additional responsibilities include ensuring sailors and civilians are referred to appropriate offices and resources, to include referrals to treatment programs for individuals, families, and groups needing assistance with family problems and issues, and sexual assault support; working in collaboration with the partner programs in the development and implementation of outreach/prevention.

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Beth O'Dell, MS, LCMHC, NCC, 200-RYT
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Domestic Violence Advocate/DV Liaison August 2011-July 2013
SAFE Program of People's Place, Milford, DE
Supervisor: Marcey Rezac, LCSW, DVS
Worked independently to provide domestic violence services and support as the Liaison for the State of Delaware Division of Family Services (Kent County). During this time, earned qualification as a Domestic Violence Specialist through the Delaware Coalition Against Domestic Violence through work and education experience. Provided trauma-informed advocacy to domestic violence victims/survivors in the community, assisting victims in accessing support services and resources through other community agencies available to them, and navigated victims through the legal process so they may better understand court proceedings, secure a Protection From Abuse (PFA) Orders, and access legal services available to them. Referrals included: Victim Compensation Assistance Program, Legal Aid, Family Court, (PFA) Orders, Public Housing, Temporary Assistance for Needy Families and Food Stamps through the Department of Health and Social Services, and more. Additional responsibilities included: screening applicants for job hiring, as directed by Program Manager, to fill vacancies, and assist in the interview process, as needed.

Counseling Intern May 2012-April 2013
Aquila of DE, Inc., Georgetown, DE
Site Supervisor: April Lathbury, LCSW, CCDP-D
Faculty Supervisor: Mary Vaughn, Psy.D.
Group Supervisor: Doris Lauckner, Psy.D.
Explained and conducted assessments and mental health evaluations to determine client diagnoses based on DSM criteria and appropriate level of treatment. Created narrative reports and treatment plans based on assessments of clients and one-on-one interviews. Provided one-on-one counseling and family therapy to adolescents in Outpatient and Day Treatment settings, and conducted group therapy in Day Treatment setting. Completed 100-hour Practicum, 600-hour Internship.

Case Manager August 2010-August 2011
SAFE Program of People's Place, Milford, DE
Supervisor: Marcey Rezac, LCSW, DVS
Provided trauma-informed case management to women in domestic violence shelters and the community to assist with budgeting, employment, seeking permanent residency, obtaining identification, and other services as needed. Assisted as a team member in maintaining a federally-funded grant and its monetary disbursement among domestic violence survivors in emergency shelters and in the community. Developed and implemented workshops for women in shelter to promote independence and empowerment.

DUI Evaluator October 2009-August 2010
Sodat DE, Inc., Wilmington, DE
Conducted evaluations of DUI offenders' substance abuse and dependence in Kent and Sussex County, Delaware. This evaluation determined the appropriate level of treatment for offenders, as

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Beth O'Dell, MS, LCMHC, NCC, 200-RYT
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required by the State of Delaware. Created narrative reports based on assessment and one-on-one interviews. Independently managed the daily activities of the Kent and Sussex County offices, and reconciled and deposited money daily.

Training

200-hour Yoga Teacher Training — February 2018
Yoga Life Institute NH, Exeter NH

DBT Skills Training for Borderline Personality Disorder — April 2017
Mental Health Center of Greater Manchester

National Certified Counselor — August 2013-August 2023
National Board for Certified Counselors

Danger Assessment Certification — September 2011
Danger Assessment Training Program; John Hopkins School of Nursing

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Kati Woodford, MSW, LCSW, LCAS, CCTP

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PROFESSIONAL SUMMARY

Driven and passionate clinical social worker with a focus on addictions treatment and trauma-informed care. Emphasis of care include harm-reduction modalities and collaboration with medical professionals to promote access to medication assisted treatment services.

LICENSURE AND CERTIFICATION

Licensed Clinical Social Worker, *North Carolina #C013276* — August 2020 – August 2022
Licensed Clinical Addictions Specialist, *North Carolina #24656* — Sept. 2020 – August 2022
Certified Clinical Trauma Professional — January 2020 – January 2021

RELEVANT PROFESSIONAL EXPERIENCE

Insight Human Services, Inc. — June 2018 – Present
Outpatient Clinician — Winston Salem, NC

- Support clients in a gender-specific ASAM Level 2.1 intensive outpatient program and ASAM Level 1.0 outpatient program utilizing a trauma-informed perspective and evidence-based interventions in practice during group and individual sessions
- Conduct comprehensive clinical assessments to inform recommendation for ASAM level of care and any relevant mental health services necessary utilizing a variety of evidence-based assessment screening tools
- Provide education, counseling, ASAM-informed referrals, individualized treatment planning, referral, and crisis intervention for clients experiencing difficulties related to substance misuse
- Participate in routine treatment team meetings, collaborating with clinical and medical staff, to promote holistic care for all clients engaging in medication assisted treatment services

Old Vineyard Behavioral Health Services — June 2018 – June 2019
Unit Clinician - PRN — Winston Salem, NC

- Utilized Cognitive Behavioral Therapy, Dialectical Behavioral Therapy, Relapse Prevention Therapy and Motivational Interviewing in group sessions to promote client skill-building for a variety of specialized units in an acute inpatient behavioral health facility
- Completed relevant assessments and provide crisis intervention as necessary and appropriate

Old Vineyard Behavioral Health Services — June 2016 – June 2018
Mental Health Technician - PRN — Winston Salem, NC

- Functioned within a multitude of programs serving individuals in need of hospitalization for psychiatric stabilization to promote safety, structure of program, and wellbeing of clients
- Maintained a safe and structured environment aligning with all clients' treatment plans by performing environmental checks, safety rounds in required increments, and other assigned duties

U.S. Department of Veterans Affairs — August 2017 – May 2018
Social Work Intern in Substance Use Services — Salisbury, NC | Kernersville, NC

- Assisted with management of a caseload of Veterans accessing substance use services in an outpatient or intensive outpatient individual and/or group setting under the supervision of clinical supervisor
- Participated in the development and implementation of an intensive outpatient program
- Completed intake screenings, biopsychosocial assessments and risk assessments

Youth Villages — August 2016 – May 2016
Social Work Intern — Greensboro, NC

- Developed an understanding of modalities utilized by the clinical team, including the LifeSet program, Multisystemic Therapy, and Trauma-Focused Cognitive Behavioral Therapy
- Worked alongside licensed professionals to complete projects as assigned

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Kati Woodford, MSW, LCSW, LCAS, CCTP

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EDUCATION

Appalachian State University, Boone, NC — Master of Social Work
Concentration in Individuals and Families — May 2018

Roger Williams University, Bristol, RI — Bachelor of Arts in Psychology
Magna Cum Laude, Senior Thesis with Distinction in the Field of Psychology — May 2015

PROGRAM DEVELOPMENT EXPERIENCE

Appalachian State University — **Collegiate Recovery Program (CRP)**
Promoted engagement, organized and hosted events, and completed a grant proposal for the CRP in collaboration with other students and the Wellness and Prevention Services department

Kernersville Health Care Center — **Intensive Outpatient Program**
Participated as a social work intern in the development and implementation of the intensive outpatient program through collaboration with the clinical and leadership teams

PUBLICATIONS

Hamilton, L., Wingrove, T., & Woodford, K. (2019). Does generous welfare policy encourage dependence? TANF asset limits and duration of program participation. *Journal of Children and Poverty, 25:2,* 101-113. doi: 10.1080/10796126.2019.1638731

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Gabriella E. Olhava

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RELATED EXPERIENCE

Homeless Center for Strafford County- Rochester, NH — **August 2018-Present**
Professional Intern/ Case manager

- Collect and document client information and ensure clients' fit into the program
- Participate in Grant writing, fund development, shelter management, interactions with local welfare officers; Achieved Annual appeal goal by 20% due to grant writing
- Guide conflict resolution between residents and plan individual goals by sharing and discussing available resources
- Evaluate client information and determine appropriate degree in which the shelter can serve the client
- Participate in collection of housing and saving payments from residents
- Sustain a running record of client information, services provided, and payments completed
- Create a living document using Google Drive for the entire organization to improve communication with staff
- Maintain professional working relationships with area agencies to communicate client applications and evaluations
- Worked in ordinance with HCSC protocols, guidelines, and regulations

Seacoast Reads-Durham, NH — **January 2018 – May 2018**
Tutor

- Tutor children in kindergarten who are falling behind in reading and writing by encouraging the children to stay motivated about learning, even when things get challenging
- Create a safe and comfortable environment where the children are able to be receptive of the material at hand

Seacoast Volleyball Club- Dover, NH
Head Coach for a 12U team — **January 2017- May 2017**, **January 2016- May 2016**

- Organize and plan practices, develop and maintain relationships with parents, and train young athletes
- Give back to the sport and show young players the balance between working hard and having fun in the sport

LEADERSHIP AND PROFESSIONAL AFFILIATIONS

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Returning Captain- 4-year scholarship athlete

- Manage communication between Coaching staff and Team
- Plan, organize and develop events that are related to the program- Volley4Holly, Spread Respect, Team Impact
- Uphold and enforce team rules, listen to needs of team and put thoughts to actions
- Multi-task and time manage
- Won two championships and made two NCAA appearances

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- **Holly Young Most Valuable Player** — **April 14, 2017**
- **America East Commissioner's Honor Roll (3.5+ GPA)** — **September 2017-May 2018**, **September 2018-current**

EDUCATION AND CERTIFICATIONS

University of New Hampshire - Durham, NH — **Expected: May 2019**
Bachelor of Science: Social Work

Sexual Harassment Prevention Trained — **February 4th, 2019**

Narcan Certification — **November 15th, 2019**

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Julia Caddell

[redacted]

EDUCATION

University of New Hampshire - Durham, NH **Expected: May 2021**
Bachelor of Science: Social Work – Minor: Public Health
GPA: 3.7 Overall, 3.83 Department

- Dean's List - High Honors Fall 2018, Spring 2019; Highest Honors Fall 2019, Spring 2020

SKILLS

Organization	Ability to work under pressure
Dependability	Quick Learner
Microsoft Office	Training and development
Prioritizing	Time management

CERTIFICATIONS

- QPR Institute: QPR Suicide Prevention Gatekeeper Program **Acquired: December 2019**

PROFESSIONAL EXPERIENCE

Zebra Crossings – Dover, NH **October 2019 – Present**
Volunteer Staff

- Zebra Crossings is a non-profit organization with a mission to "enrich the lives of youth with chronic medical conditions by fostering greater self-confidence, a sense of independence and a desire to realize their full potential through fun and engaging enrichment programs that build a strong and caring community support network for families".
- With Zebra Crossings, I have been working as a staff volunteer for many different programs including day programs as well as overnight retreats. For both programs, there are significant responsibilities needed for volunteer staff including but not limited to:
  - Embody the core values of Play, Achievement, Wellness, Independence, and Community
  - Provide support to staff and campers
  - Create a positive and safe environment; assist in managing morale, behavior, and conflicts
  - Monitor health needs of the participants and seek medical support as needed
  - Be additional adult supervision to senior staff when managing camper challenging behavior resolution

LEADERSHIP AND PROFESSIONAL AFFILIATIONS

Alpha Phi Omega Theta Zeta Chapter – Durham, NH **Spring 2019 – Present**
Brother

- Alpha Phi Omega is a nationally recognized co-educational community service fraternity with the guiding principles of Leadership, Friendship, and Service and provides service to the University of New Hampshire campus, Seacoast community, and nation by donating time and effort to various organizations and causes.
- Required 20 hours of community service per semester

Phi Alpha Pi Chi Chapter – Durham, NH **Spring 2019 – Present**
Treasurer

- The Phi Alpha Honor Society strives to create a closer bond among students of social work and promote humanitarian goals and ideals. Phi Alpha fosters high standards of education for social workers and invited membership to those who have attained excellence in scholarship and achievement on social work.
- As treasurer I am expected to:
  - Keep an accurate record of the chapter's finances
  - Check out P-card and make chapter purchases as needed
  - Set up payment method for new member dues
  - Order induction ceremony and other organizational materials

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[redacted]ia Caddell

EDUCATION

University of New Hampshire - Durham, NH

Master of Social Work: Advanced Standing — **Expected Graduation: May 2022**

Bachelor of Science: Social Work; Minor: Public Health; Summa Cum Laude — **May 2021**

- Dean's List - High Honors Fall 2018, Spring 2019; Highest Honors Fall 2019, Spring 2020, Fall 2020, Spring 2021

CERTIFICATIONS

- Question, Persuade, and Respond Institute: Suicide Prevention Gatekeeper Program — **December 2019**
- Google Analytics for Beginners Certificate of Completion — **December 2020**

PROFESSIONAL EXPERIENCE

Hope on Haven Hill – Rochester, NH — **September 2020 – Present**

Intern

- Co-facilitate clinical residential groups for up to eight pregnant and parenting women with substance use disorder
- Chart client files and trusted to securely fax confidential information abiding by Law 42 CFR Part II and HIPPA, to local agencies, improving client support
- Enter client information into the New Hampshire Web Information Technology System (NH WITS) ran by the New Hampshire Bureau of Drug and Alcohol Services
- Collaborated with clinical case manager during phone screenings, American Society of Addiction Medicine assessments, and one-on-one client meetings to gauge level of care necessary and enroll client into beneficial services

Zebra Crossings – Dover, NH — **October 2019 – Present**

Volunteer Staff

- Utilize core values of play, achievement, wellness, independence, and community through engaging campers in enrichment activities
- Mentored campers by fostering greater self-confidence and sense of independence through enrichment
- Monitor health needs of participants and seek medical support as needed from on-site registered nurse
- Drafted program schedules alongside staff

LEADERSHIP AND PROFESSIONAL AFFILIATIONS

Alpha Phi Omega Theta Zeta Chapter – Durham, NH — **January 2019 – Present**

Brother

- Engage in required 20 hours of community service to the campus, community, and nation
- Foster the values of leadership, friendship, and service in all affairs

Phi Alpha Pi Chi Chapter – Durham, NH — **January 2019 – Present**

Vice President — *March 2020 – Present*

- Keep and provide current copies of Constitution and bylaws and ensure copies of these documents are on Phi Alpha's Wildcat Link page are also current
- Schedule programs for the chapter
- Assume presidential duties should President be absent or need to step down

Treasurer — *March 2019 – March 2020*

- Kept an accurate record of chapter's finances and coordinated payment method for new member dues
- Ordered induction ceremony and organizational materials using university purchasing card

WORK EXPERIENCE

BJ's Wholesale Club – Franklin MA and Portsmouth NH — **September 2015 – February 2021**

Cashier, Membership, Front line supervisor

- Progressed in company, beginning as a cashier moving to self-checkout attendant, then membership desk, followed by front line supervisor, focusing on customer satisfaction and attention to detail

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CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Kerry Norton, RN	Executive Director	95,000	25%	23,750
Lisa Pollard	Operations Director	80,000	25%	20,000
Vacant	Bookkeeper/Office Manager	26,000	25%	6,500
Beth O'Dell	Clinical Director	77,000	10%	7,700
Catherine Woodford	Licensed Clinician/MLADC	68,000	10%	6,800
Vacant	Licensed Clinician – IOP	68,000	10%	6,800
Gabriella Olhava	LADC – Residential	58,860	10%	5,886
Julia Caddell	Case Manager - Admissions	46,800	10%	4,680

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

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

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

September 15, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into contracts with the Contractors listed below in an amount not to exceed $11,475,254 for Substance Use Disorder Treatment and Recovery Support Services, with the option to renew for up to four (4) additional years, effective upon Governor and Council approval through September 29, 2023. 66.56% Federal Funds. 14.00% General Funds. 19.44% Other Funds (Governor's Commission).

Contractor Name	Vendor Code	Area Served	Contract Amount
Belonging Medical Group, PLLC	334662-B001	Statewide	$562,794
Bridge Street Recovery, LLC	341988-B001	Statewide	$1,261,744
The Cheshire Medical Center	155405-B001	Statewide	$413,728
Dismas Home of New Hampshire, Inc.	290061-B001	Statewide	$651,316
FIT/NHNH, Inc.	157730-B001	Statewide	$2,216,432
Grafton County New Hampshire	177397-B003	Statewide	$464,325
Headrest	175226-B001	Statewide	$527,907
Hope on Haven Hill, Inc.	275119-B001	Statewide	$781,009
Manchester Alcoholism Rehabilitation Center	177204-B001	Statewide	$3,801,533
South Eastern New Hampshire Alcohol and Drug Abuse Services	155292-B001	Statewide	$794,466
		Total:	**$11,475,254**

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Funds are available in the following accounts for State Fiscal Years 2022 and 2023, and are anticipated to be available in State Fiscal Year 2024, 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.

See attached fiscal details.

EXPLANATION

The purpose of this request is to provide Substance Use Disorder Treatment and Recovery Supports Services statewide to New Hampshire residents who have income below 400% of the Federal Poverty Level, and are uninsured or underinsured.

The Contractors will provide statewide access to an array of treatment services, including individual and group outpatient services; intensive outpatient services; partial hospitalization; ambulatory withdrawal management services; transitional living services; high and low intensity residential treatment services; specialty residential services; and integrated medication assisted treatment. The Contractors will ensure individuals with a substance use disorder receive the appropriate type of treatment and have access to continued and expanded levels of care, which will increase the ability of individuals to achieve and maintain recovery. The Contractors will also assist eligible individuals with enrolling in Medicaid while receiving treatment, and the Department will serve as the payer of last resort.

Approximately 7,000 individuals will receive services over the next two years.

The Department will monitor services through monthly, quarterly, and annual reporting to ensure the Contractors:

- Provide services that reduce the negative impacts of substance misuse.
- Make continuing care, transfer and discharge decisions based on American Society of Addiction Medicine (ASAM) criteria.
- Treat individuals using Evidence Based Practices and follow best practices.
- Achieve initiation, engagement, and retention goals as required by the Department.

The Department selected the Contractors through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from July 20, 2021 through August 19, 2021. The Department received twelve (12) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached. This request represents ten (10) of twelve (12) contracts for Substance Use Disorder Treatment and Recovery Supports Services. The Department anticipates presenting two (2) additional contracts at a future Governor and Executive Council meeting for approval.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions of the attached agreements, the parties have the option to extend the agreements 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, individuals in need of Substance Use Disorder Treatment and Recovery Supports Services may not receive the treatment, tools, and education required to enhance and sustain recovery that, in some cases, prevents untimely deaths.

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Source of Federal Funds: Substance Abuse Prevention and Treatment Block Grant, CFDA 93.959 FAIN TI083464 and State Opioid Response Grant, CFDA # 93.788, FAIN TI083326.

In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

DocuSigned by:
Lori A. Weaver
4C4A92094125473...

Lori A. Shibinette
Commissioner

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05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Belonging Medical Group 334662-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$69,199
2023	102-500731	Contracts for Prog Svc	$89,961
2024	102-500731	Contracts for Prog Svc	$21,261
Sub-total			$180,421

Bridge Street Recovery, LLC 341988-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$136,979
2023	102-500731	Contracts for Prog Svc	$188,928
2024	102-500731	Contracts for Prog Svc	$40,498
Sub-total			$366,405

Center/Dartmouth Hitchcock Keene 155405-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$60,015
2023	102-500731	Contracts for Prog Svc	$59,496
2024	102-500731	Contracts for Prog Svc	$13,122
Sub-total			$132,633

CC of Nashua/Greater Nashua Mental Health | 154112-B001 | PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$0
2023	102-500731	Contracts for Prog Svc	$0
2024	102-500731	Contracts for Prog Svc	$0
Sub-total			$0

Dismas Home | 290061-B001 | PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$43,044
2023	102-500731	Contracts for Prog Svc	$62,909
2024	102-500731	Contracts for Prog Svc	$13,981
Sub-total			$119,934

Families in Transition | 157730-B001 | PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$196,022
2023	102-500731	Contracts for Prog Svc	$271,691
2024	102-500731	Contracts for Prog Svc	$58,106
Sub-total			$525,818

Grafton Cty 177397-B003 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$64,632
2023	102-500731	Contracts for Prog Svc	$69,395
2024	102-500731	Contracts for Prog Svc	$14,827
Sub-total			$148,854

Harbor Care 166574-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$0
2023	102-500731	Contracts for Prog Svc	$0
2024	102-500731	Contracts for Prog Svc	$0
Sub-total			$0

Headrest, Inc. 175226-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$26,063
2023	102-500731	Contracts for Prog Svc	$43,918
2024	102-500731	Contracts for Prog Svc	$10,390
Sub-total			$80,372

Hope on Haven Hill 275119-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$49,152
2023	102-500731	Contracts for Prog Svc	$51,320
2024	102-500731	Contracts for Prog Svc	$10,965
Sub-total			$111,437

Manchester Alcohol Rehab Center, Easter Seals, Farnum Center — 177204-B001 — PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$166,941
2023	102-500731	Contracts for Prog Svc	$234,977
2024	102-500731	Contracts for Prog Svc	$50,208
Sub-total			$452,125

Southeastern NH Alcohol & Drug Abuse Services — 155292-B001 — PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$34,142
2023	102-500731	Contracts for Prog Svc	$36,020
2024	102-500731	Contracts for Prog Svc	$7,696
Sub-total			$77,858
SUB TOTAL GOV COMM			$2,195,857

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (66% FEDERAL FUNDS 34% GENERAL FUNDS)

Belonging Medical Group

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$146,657
2023	102-500731	Contracts for Prog Svc	$190,658
2024	102-500731	Contracts for Prog Svc	$45,059
Sub-total			$382,373

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$290,305
2023	102-500731	Contracts for Prog Svc	$400,404
2024	102-500731	Contracts for Prog Svc	$85,829
Sub-total			$776,539

Center/Dartmouth Hitchcock Keene

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$127,193
2023	102-500731	Contracts for Prog Svc	$126,092
2024	102-500731	Contracts for Prog Svc	$27,811
Sub-total			$281,095

CC of Nashua/Greater Nashua Mental Health

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$0
2023	102-500731	Contracts for Prog Svc	$0
2024	102-500731	Contracts for Prog Svc	$0
Sub-total			$0

Dismas Home

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$91,226
2023	102-500731	Contracts for Prog Svc	$133,325
2024	102-500731	Contracts for Prog Svc	$29,631
Sub-total			$254,182

Families in Transition

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$415,437
2023	102-500731	Contracts for Prog Svc	$575,805
2024	102-500731	Contracts for Prog Svc	$123,147
Sub-total			$1,114,389

Grafton Cty

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$136,977
2023	102-500731	Contracts for Prog Svc	$147,071
2024	102-500731	Contracts for Prog Svc	$31,424
Sub-total			$315,471

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Harbor Care

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$0
2023	102-500731	Contracts for Prog Svc	$0
2024	102-500731	Contracts for Prog Svc	$0
Sub-total			$0

Headrest, Inc.

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$55,237
2023	102-500731	Contracts for Prog Svc	$93,078
2024	102-500731	Contracts for Prog Svc	$22,021
Sub-total			$170,335

Hope on Haven Hill

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$104,169
2023	102-500731	Contracts for Prog Svc	$108,764
2024	102-500731	Contracts for Prog Svc	$23,239
Sub-total			$236,172

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Manchester Alcohol Rehab Center,
Easter Seals, Famum Center

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$353,805
2023	102-500731	Contracts for Prog Svc	$497,996
2024	102-500731	Contracts for Prog Svc	$106,407
Sub-total			$958,208

Southeastern NH Alcohol & Drug
Abuse Services

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$72,359
2023	102-500731	Contracts for Prog Svc	$76,338
2024	102-500731	Contracts for Prog Svc	$16,311
Sub-total			$165,008
SUB TOTAL CLINICAL			$4,653,772

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05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% FEDERAL FUNDS) funding ends 9/29/22.

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$88,800
2023	102-500731	Contracts for Prog Svc	$30,000
Sub-total			$118,800

Dismas Home

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$207,200
2023	102-500731	Contracts for Prog Svc	$70,000
Sub-total			$277,200

Families in Transition

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$432,900
2023	102-500731	Contracts for Prog Svc	$143,325
Sub-total			$576,225

Harbor Care

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$0
2023	102-500731	Contracts for Prog Svc	$0
Sub-total			$0

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Headrest, Inc.

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$207,200
2023	102-500731	Contracts for Prog Svc	$70,000
Sub-total			$277,200

Hope on Haven Hill

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$325,600
2023	102-500731	Contracts for Prog Svc	$107,800
Sub-total			$433,400

Manchester Alcohol Rehab Center, Easter Seals, Farnum Center

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$1,793,400
2023	102-500731	Contracts for Prog Svc	$597,800
Sub-total			$2,391,200

Southeastern NH Alcohol & Drug Abuse Services

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$414,400
2023	102-500731	Contracts for Prog Svc	$137,200
Sub-total			$551,600
SUB TOTAL SOR			$4,625,625
Grand Total All			$11,476,254

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New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RFP-2022-BDAS-01-SUBST

Project Title Substance Use Disorder Treatment and Recovery Support Services

	Maximum Points Available	Belonging Medical Group, PLLC	Bridge Street Recovery, LLC	Cheshire Medical Center	Dismas Home of New Hampshire, Inc.	Manchester Alcoholism Rehabiltation Center	FIT/NHNH, Inc.	Grafton County New Hampshire	Community Council of Nashua, N.H. d/b/a Greater Nashua Mental Health	Harbor Home	Headrest	Hope on Haven Hill, Inc.	South Eastern New Hampshire Alcohol & Drug Abuse Services
Technical													
Qualifications (Q1)	50	40	25	47	37	50	50	43	48	50	50	50	50
Experience (Q2)	50	45	25	48	35	45	50	45	50	50	50	45	48
ASAM (Q3)	20	20	11	8	20	15	20	10	20	20	9	20	20
Knowledge (Q4)	20	20	13	5	20	13	20	15	20	20	10	20	18
Samples (Q5)	30	15	7	8	23	21	14	21	12	8	7	14	8
Collaboration & Wraparound (Q6)	45	45	25	15	45	24	45	37	40	45	40	40	20
Staffing Plan (Q7)	15	13	13	4	10	12	13	13	13	13	10	14	4
Subtotal - Technical	230	198	119	135	190	180	212	184	203	206	176	203	168
Cost													
4.2.1.1. Budget Sheet	70	63	30	63	63	48	60	63	60	68	58	65	62
4.2.1.2. Staff List	30	25	29	25	25	28	28	30	25	25	28	30	28
Subtotal - Cost	100	88	59	88	88	76	88	93	85	93	86	95	90
TOTAL POINTS	330	286	178	223	278	256	300	277	288	299	262	298	258

	Reviewer Name	Title
1	Sara Cleveland	
2	Paula Holigan	
3	Laurie Heath	
4		
5		

FORM NUMBER P-37 (version 12/11/2019)

Subject: Substance Use Disorder Treatment and Recovery Support Services (RFP-2022-BDAS-01-SUBST-10)

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 Hope on Haven Hill, Inc.		1.4 Contractor Address 158 Route 108 Somersworth, NH 03878	
1.5 Contractor Phone Number (603) 841-5353	1.6 Account Number 010-95-92-920510-33820000 010-95-92-920510-33840000 010-95-92-920510-70400000	1.7 Completion Date September 29, 2023	1.8 Price Limitation $781,009
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: Kerry Norton 1444361892434F6...	9/13/2021 Date:	1.12 Name and Title of Contractor Signatory Kerry Norton Executive Director	
1.13 State Agency Signature DocuSigned by: Katja Fox ED9D05B04C63442...	9/14/2021 Date:	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: J. Christopher Marshall D5BD456E80D4403...		On: 9/14/2021	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS KN
Date 9/13/2021

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 KN

Date 9/13/2021

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 omissions of the

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 KN

Date 9/13/2021

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

EXHIBIT A

Revisions to Standard Agreement 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 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.

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall provide Substance Use Disorder (SUD) Treatment and Recovery Support Services that assist individuals with:

1.1.1. Stopping or reducing substance misuse;

1.1.2. Improving physical and mental health and social function; and

1.1.3. Reducing risk for recurrence of substance misuse.

1.2. Resiliency and Recovery Oriented Systems of Care (RROSC)

1.2.1. The Contractor shall ensure SUD Treatment and Recovery Support Services are available to eligible individuals, regardless of where the individual lives or works in New Hampshire. The Contractor shall:

1.2.1.1. Provide treatment services that support the RROSC by operationalizing the Continuum of Care Model.

1.2.1.2. Ensure all services:

1.2.1.2.1. Focus on strengths and resilience of individuals and families;

1.2.1.2.2. Are culturally sensitive and relevant to the diversity of individuals served;

1.2.1.2.3. Promote person-centered and self-directed approaches to care; and

1.2.1.2.4. Are trauma informed and designed to acknowledge the impact of violence and trauma on individuals' lives and the importance of addressing trauma in treatment.

1.3. The Contractor shall comply with all requirements in Exhibit B-1, Operational Requirements, as applicable.

1.4. For the purposes of this agreement, all references to business days shall mean Monday through Friday and excluding state and federal holidays.

1.5. For the purposes of this agreement, all references to calendar days shall mean Monday through Sunday, including state and federal holidays.

1.6. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8:00 AM to 5:00 PM, excluding state and federal holidays.

2. Population Served

2.1. The Contractor shall provide services to individuals who:

2.1.1. Have income below 400% of the Federal Poverty Level;

2.1.2. Are residents of New Hampshire or experiencing homelessness in New Hampshire; and

2.1.3. Are determined positive for SUD with a clinical diagnosis by a Licensed or Unlicensed Counselor.

2.2. The Contractor shall ensure consent for services is obtained prior to providing services, in accordance with 42 CFR Part 2, from:

2.2.1. The individuals who are aged 12 years and older; or

2.2.2. The parent or legal guarding of an individual who is less than 12 years of age.

2.3. The Contractor shall ensure individuals under 18 years of age are not denied services due to:

2.3.1. The parent's inability and/or unwillingness to pay the fee(s); or

2.3.2. The minor's decision to receive confidential services pursuant to New Hampshire Revised Statutes Annotated (RSA) 318-B:12-a.

2.4. The Contractor shall provide services to eligible individuals who:

2.4.1. Receive Medication Assisted Treatment (MAT) services from other providers, including the individual's primary care provider;

2.4.2. Have co-occurring mental health disorders; or

2.4.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

2.5. The Contractor shall enroll eligible individuals for services in order of the priority described below:

2.5.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48-hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:

2.5.1.1. Contact with the Doorway of the individual's choice to connect the individual with SUD treatment services and document actions taken;

2.5.1.2. Assist individuals who refuse referral services offered through the Doorway with identifying alternative providers and

accessing services with these providers, which includes referrals for prenatal care and actively reaching out to identify providers on the behalf of the individual; and

2.5.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor's agency or an alternative provider. The Contractor shall ensure interim services include:

2.5.1.3.1. A minimum of one 60-minute individual or group outpatient session per week or;

2.5.1.3.2. Recovery support services as needed by the individual; or

2.5.1.3.3. Daily calls to the individual to assess and respond to any emergent needs.

2.5.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose in the 14 days prior to screening or in the period between screening and admission to the program.

2.5.3. Individuals with a history of injection drug use, including the provision of interim services within 14 days. If the Contractor is unable to admit an individual with a history of injection drug use within 14 days of the individual applying for services, the Contractor shall provide and document interim services until the appropriate level of care becomes available at either the Contractor's agency or an alternative provider.

2.5.4. Individuals with substance use and co-occurring mental health disorders;

2.5.5. Individuals with current Opioid Use Disorders or Stimulant Use Disorders;

2.5.6. Veterans with SUD;

2.5.7. Individuals with SUD who are involved with the criminal justice and/or child protection system; and

2.5.8. Individuals who require priority admission at the request of the Department.

3. Scope of Services

3.1. Clinical Services

3.1.1. The Contractor shall adhere to a clinical care manual that includes policies and procedures related to all clinical services provided.

3.1.2. The Contractor shall develop and implement written policies and procedures governing its operation and all services provided through

this Agreement. The Contractor shall ensure staff are trained on all policies and procedures, which are reviewed and revised annually.

3.1.3. The Contractor shall provide the following SUD treatment services to eligible individuals:

3.1.3.1. The Contractor shall provide Individual Outpatient Treatment as defined as American Society of Addiction Medicine **(ASAM) Criteria, Level 1**. The Contractor shall ensure outpatient treatment services assist individuals achieve treatment objectives through the exploration of SUDs and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision-making with regard to alcohol and other drug related problems.

3.1.3.2. The Contractor shall provide Group Outpatient Treatment as defined as **ASAM Criteria, Level 1**. The Contractor shall ensure outpatient treatment services assist a group of individuals achieve treatment objectives through the exploration of SUDs and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

3.1.3.3. The Contractor shall provide Intensive Outpatient Treatment as defined as **ASAM Criteria, Level 2.1**. The Contractor shall ensure:

3.1.3.3.1. Intensive outpatient treatment services provide intensive and structured individual and group SUD treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services;

3.1.3.3.2. Services for adults are provided for a minimum of (9) hours a week; and

3.1.3.3.3. Services for adolescents are provided for a minimum of six (6) hours a week.

3.1.3.4. The Contractor shall provide **Transitional Living Services**, which are residential SUD treatment services according to an individualized treatment plan designed to support individuals as they transition back into the community. Transitional Living Services are not defined by ASAM. The Contractor shall ensure:

3.1.3.4.1. Transitional living services include a minimum of three (3) hours of clinical services per week, of which a minimum of one (1) hour shall be delivered by a NH Licensed Counselor or unlicensed Counselor working under the supervision of a NH Licensed Supervisor; and

3.1.3.4.2. The remaining hours are delivered by a NH Certified Recovery Support Worker (CRSW) working under a NH Licensed Supervisor or a Licensed Counselor; and

3.1.3.4.3. The maximum length of stay is six (6) months, during which time adult residents who work in the community may be required to pay a portion of room and board.

3.1.3.5. The Contractor shall provide High-Intensity Residential Treatment for Adults as defined as **ASAM Criteria, Level 3.5.** The Contractor shall provide residential substance use disorder treatment designed to assist individuals who require a more intensive level of service in a structured setting.

3.1.3.6. The Contractor shall provide Specialty Residential Treatment for Pregnant and Parenting Women as defined as **ASAM Criteria, Level 3.1** and above. The Contractor shall provide residential SUD treatment to pregnant women and their children that are appropriately designed to assist individuals who require a more intensive level of service in a structured setting.

3.1.4. The Contractor shall provide clinical services separately for adolescents and adults, unless otherwise approved by the Department. The Contractor shall ensure:

3.1.4.1. Adolescents and adults do not share the same residency space; and

3.1.4.2. Communal spaces such as kitchens, group rooms, and recreation are shared at separate times.

3.1.5. The Contractor shall ensure all residential programs maintain a daily shift change log documenting significant events and client behavior of which a subsequent shift should be made aware.

3.2. Recovery Support Services

3.2.1. The Contractor shall provide recovery support services that remove barriers to an individual's participation in treatment or recovery or

reduce or remove threats to an individual maintaining participation in treatment and/or recovery. The Contractor shall:

3.2.1.1. Provide individual or group **Intensive Case Management** in accordance with SAMHSA TIP 27: Comprehensive Case Management for Substance Abuse Treatment.

3.2.1.2. Provide **Transportation for Pregnant and Parenting Individuals** to and from treatment and/or recovery services provided, as required by the individual's treatment plan. The Contractor shall:

3.2.1.2.1. Use its own vehicle, and/or purchase public transportation passes and/or pay for cab fare.

3.2.1.2.2. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

3.2.1.2.3. Ensure all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.

3.2.1.2.4. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

3.2.1.3. Provide **Child Care for Parenting Individuals** receiving SUD treatment and case management services. The Contractor shall:

3.2.1.3.1. Provide childcare to children of parenting individuals while the individual is receiving SUD treatment and case management services;

3.2.1.3.2. Ensure childcare is provided by a licensed childcare provider; and

3.2.1.3.3. Comply with all applicable Federal and State childcare regulations that includes, but is not limited to New Hampshire Administrative Rule He-C 4002 Child Care Licensing.

3.3. Interim Services

3.3.1. The Contractor shall provide interim services to all individuals waiting for clinical services. The Contractor shall ensure Interim Services include, but are not limited to:

3.3.1.1. Counseling and education about HIV and TB, the risks of needle sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur.

3.3.1.2. Referral for HIV or TB treatment services, if necessary.

3.3.1.3. Individual and/or group counseling on the effects of alcohol and other drug use.

3.4. Infectious Diseases

3.4.1. *Oral Fluid HIV Testing*

3.4.1.1. The Contractor shall administer rapid, on-site, same-day, oral fluid HIV testing as a routine component of SUD treatment for all individuals receiving services, except in those cases where an individual is being served solely via telehealth.

3.4.1.2. If testing is not possible at the time of admission, the Contractor shall administer testing within 48 hours from admission for residential services or at the time of the second session for outpatient services.

3.4.1.3. The Contractor shall conduct an HIV/AIDS screening upon an individual's admission to treatment. The Contractor shall ensure the screening includes:

3.4.1.3.1. The provision of information;

3.4.1.3.2. Risk assessment; and

3.4.1.3.3. Intervention and risk reduction education.

3.4.1.4. In cases where oral fluid HIV testing yields a positive result, the Contractor shall:

3.4.1.4.1. Complete and submit appropriate disease reporting forms to the Department within 72 hours of preliminary diagnoses, in accordance with New Hampshire Administrative Rule He-P 301.

3.4.1.4.2. Assist the Department's Infectious Disease Prevention, Investigation and Care Services Section staff connecting with individuals for the purpose of eliciting, identifying and locating information on sexual or needle sharing partners.

3.4.1.4.3. Link individuals to medical care and counseling services.

3.4.1.5. If an individual refuses to be tested for HIV or refuses to share the results with the Contractor, the Contractor shall:

3.4.1.5.1. Confirm the individual is still eligible to receive services funded through this Agreement; and

3.4.1.5.2. Clearly document the refusal in the individual's file.

3.4.1.6. If an individual receives an HIV test from an alternate provider, the Contractor shall:

3.4.1.6.1. Clearly document the date, location and provider of the HIV test; and

3.4.1.6.2. Ensure follow-up services were provided as appropriate.

3.4.1.7. The Contractor shall ensure all State reporting requirements are met while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.

3.4.1.8. The Contractor shall report all individuals with a positive HIV result, as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.

3.4.2. *Tuberculosis*

3.4.2.1. The Contractor shall directly, or through arrangements with other public or non-profit private entities, routinely make the following tuberculosis services available to each individual receiving SUD treatment services:

3.4.2.1.1. Counseling with respect to TB.

3.4.2.1.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.

3.4.2.1.3. Providing for or referring the individuals infected by mycobacteria TB for appropriate medical evaluation and treatment.

3.4.2.2. The Contractor shall refer individuals, who are denied admission to the program on the basis of lack of capacity, to other providers of TB services.

3.4.2.3. The Contractor shall implement infection control procedures

consistent with procedures established by the Department to prevent the transmission of TB, which include:

3.4.2.3.1. Screening patients and identifying individuals who are at high risk of becoming infected.

3.4.2.3.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.

3.4.2.3.3. Providing case management to ensure individuals receive services.

3.4.2.4. The Contractor shall report all individuals with active TB, as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.

3.5. Eligibility and Intake

3.5.1. The Contractor shall determine eligibility for services for individuals requesting SUD or recovery support services. The Contractor shall:

3.5.1.1. Assess each individual's income prior to admission using the Web Information Technology System (WITS) fee determination model; and

3.5.1.2. Ensure the individual signs the income assessment upon admission to treatment.

3.5.2. The Contractor shall update income information for all eligible individuals receiving services. The Contractor shall:

3.5.2.1. Ensure updates are completed at a minimum interval of every four (4) weeks;

3.5.2.2. Document each inquiry in the individual's service record using the WITS fee determination model; and

3.5.2.3. Ensure the individual receiving services signs each updated income assessment.

3.5.3. The Contractor shall complete an intake screening for all eligible individuals requesting services. The Contractor shall:

3.5.3.1. Communicate directly with the individual within two (2) business days from the date the individual initially contacts the Contractor for services. The Contractor shall ensure communication includes:

3.5.3.1.1. Face-to-face, in person;

3.5.3.1.2. Face-to-face, virtually and/or electronically; or

3.5.3.1.3. By telephone.

3.5.3.2. Complete an initial intake screening for the individual within two (2) business days from the date of the first direct contact, utilizing the WITS Social Detox Screen or another Department-approved tool, and document the results in WITS, to determine:

3.5.3.2.1. The probability of eligibility for services under this Agreement; and

3.5.3.2.2. The probability of the individual having a substance use disorder.

3.5.3.3. Ensure all attempts to contact the individual are documented in the individual record or call log.

3.6. Clinical Evaluation

3.6.1. The Contractor shall use clinical evaluations conducted and completed by a NH Licensed or Unlicensed Counselor that include DSM 5 Diagnostic information and a recommendation for a level of care based on the ASAM Criteria published in October 2013 (ASAM Criteria), from a referring agency, conducted and completed less than 30 days prior to the individual's admission to the Contractor's SUD treatment program.

3.6.2. The Contractor shall ensure any changes to ASAM dimensions that occurred after the completion of the accepted evaluation from the referring agency are recorded in the individual's record within three (3) days after admission to residential treatment or three (3) sessions for any outpatient levels of care, whichever is later.

3.6.3. The Contractor shall complete a new clinical evaluation for the individual if:

3.6.3.1. More than 30 days have passed since the referring provider completed the evaluation;

3.6.3.2. The evaluation was conducted and completed by someone other than a NH Licensed or Unlicensed Counselor;

3.6.3.3. The evaluation did not include DSM 5 Diagnostic information and a recommendation for a specific level of care based on the ASAM Criteria; or

3.6.3.4. An individual presents without a completed evaluation.

3.6.4. The Contractor shall assist individuals with accessing an evaluation through their local Doorway, or other appropriate provider, if the Contractor is unable to complete the evaluation prior to admission due to geographic or other barriers.

3.6.5. The Contractor shall ensure the new evaluation is:

3.6.5.1. Completed within three (3) days after admission to residential treatment or three (3) sessions for any outpatient level of care, whichever is later, and

3.6.5.2. Conducted and completed by a NH Licensed or Unlicensed Counselor; utilizing CONTINUUM or an approved alternative assessment tool, provided by the Department, which includes DSM 5 Diagnostic information and recommendation for a specific level of care based on the ASAM Criteria.

3.6.6. The Contractor shall provide SUD treatment services, to eligible individuals, for the appropriate ASAM level of care, as indicated by the individual's clinical evaluation unless:

3.6.6.1. The individual chooses to receive a service with a lower intensity ASAM level of care; or

3.6.6.2. The service with the indicated ASAM level of care is unavailable at the time the level of care is determined; in which case the individual may choose:

3.6.6.2.1. A service with a lower Intensity ASAM level of care;

3.6.6.2.2. A service with the next available higher intensity ASAM level of care;

3.6.6.2.3. To be placed on the waitlist until their service with the assessed ASAM level of care becomes available; or

3.6.6.2.4. To be referred to another agency in the individual's service area that provides the service with the indicated ASAM level of care.

3.6.7. The Contractor shall ensure, if the clinically appropriate level of care is available and an individual is admitted to a level of care other than what is recommended by the clinical evaluation, the reasoning for the admittance will be clinically justified using ASAM Criteria and be documented in the individual's record prior to admission.

3.7. Waitlists

3.7.1. The Contractor shall maintain a waitlist for all individuals and all SUD treatment services regardless of payor source.

3.7.2. The Contractor shall track the wait time for individuals to receive services from the date of initial contact to the date the individual first

received SUD services, other than the evaluation in Subsection 2.11.

3.7.3. The Contractor shall provide monthly reports to the Department detailing:

3.7.3.1. The average wait time for all individuals, by the type of service and payer source for all services; and

3.7.3.2. The average wait time for priority populations, as listed in Subsection 2.5, by the type of service and payer source for the services.

3.8. Assistance Enrolling in Insurance Programs

3.8.1. The Contractor shall assist individuals who are unable to secure the financial resources necessary for initial entry into the SUD treatment program, and/or their parents or legal guardians, obtain other potential sources for payment, within 14 days after admission, which may include, but is not limited to enrollment in:

3.8.1.1. Public insurance.

3.8.1.2. Private insurance.

3.8.1.3. New Hampshire Medicaid programs.

3.8.2. The Contractor shall document assistance provided with securing financial resources or the individuals' refusal of assistance in the individual's service record.

3.9. Use of Evidence-Based Practices

3.9.1. The Contractor shall ensure all services in this Agreement are provided:

3.9.1.1. Using evidence-based practices; as demonstrated by meeting one of the following criteria:

3.9.1.1.1. The service is included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center.

3.9.1.1.2. The service is published in a peer-reviewed journal and has been found to have positive effects; or

3.9.1.1.3. The service is based on a theoretical perspective that has validated research.

3.9.1.2. In accordance with:

3.9.1.2.1. ASAM Criteria;

3.9.1.2.2. Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs); and

3.9.1.2.3. SAMHSA Technical Assistance Publications (TAPs).

3.9.2. The Contractor shall assess all individuals for risk of self-harm at all phases of treatment, including:

3.9.2.1. Initial contact;

3.9.2.2. Screening;

3.9.2.3. Intake;

3.9.2.4. Initial Clinical Evaluation/Assessment;

3.9.2.5. Admission;

3.9.2.6. On-going treatment services; and

3.9.2.7. Discharge.

3.9.3. The Contractor shall assess all individuals for withdrawal risk based on ASAM Criteria standards at all phases of treatment, including:

3.9.3.1. Initial contact;

3.9.3.2. Screening;

3.9.3.3. Intake;

3.9.3.4. Initial Clinical Evaluation/Assessment;

3.9.3.5. Admission; and

3.9.3.6. On-going treatment services.

3.9.4. The Contractor shall stabilize all individuals based on ASAM Criteria guidance. The Contractor shall:

3.9.4.1. Provide stabilization services when an individual's level of risk indicates a service with an ASAM level of care that can be provided in this Agreement and integrate withdrawal management into the individual's treatment plan.

3.9.4.2. Provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely. If the Contractor does not provide the indicated ASAM level of care, the Contractor shall:

3.9.4.2.1. Refer the individual to a facility where the services can be provided when an individual's risk indicates a service with an ASAM level of

care that is higher than can be provided under this Contract.

3.9.4.2.2. Coordinate with the withdrawal management services provider to admit the individual to an appropriate service once the individual's withdrawal risk has reached a level that can be provided under this Contract.

3.10. Treatment Planning

3.10.1. The Contractor shall complete individualized treatment plans for all individuals determined to be eligible for services, based on clinical evaluation data that addresses problems in all ASAM Criteria domains, which justify the individual's admittance to a given level of care, except for Transitional Living, which is not required to address all ASAM domains. The Contractor shall ensure all treatment plans:

3.10.1.1. Are completed within two (2) business days or two (2) sessions from the completion of the clinical evaluation or admission, whichever is later;

3.10.1.2. Include treatment plan goals, objectives, and interventions written in terms that are S.M.A.R.T., which are:

3.10.1.2.1. Specific, clearly defining what shall be done;

3.10.1.2.2. Measurable, including clear criteria for progress and completion;

3.10.1.2.3. Attainable, within the individual's ability to achieve;

3.10.1.2.4. Realistic, the resources are available to the individual;

3.10.1.2.5. Timely, something that needs to be completed within a stated period for completion that is reasonable; and

3.10.1.3. Include the individual's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

3.10.2. The Contractor shall update treatment plans at a minimum of intervals as follows:

3.10.2.1. All Level 1 programs: Every six (6) sessions or every six (6) weeks, whichever is earlier.

3.10.2.2. Level 2.1: Every six (6) group sessions or every two (2) weeks, whichever is earlier.

3.10.2.3. Level 2.5, Level 3, Level 3.3, Level 3.5, and Level 3.7: Every seven (7) sessions or every one (1) week, whichever is earlier.

3.10.2.4. Level 3.1 and Transitional Living: Every four (4) weeks, or every four (4) sessions, whichever is earlier.

3.10.3. The Contractor shall update treatment plans, in addition to the recommended intervals above, when:

3.10.3.1. Changes are made in any ASAM domain, except for Transitional Living;

3.10.3.2. Goals have been met and problems have been resolved; or

3.10.3.3. New goals and new problems have been identified.

3.10.4. The Contractor shall ensure treatment plan updates for all levels of care, except Transitional Living include:

3.10.4.1. Justification for continued treatment at the current level of care;

3.10.4.2. Transfer from one level of care to another within the same agency; or

3.10.4.3. Discharge from treatment at the agency.

3.10.5. The Contractor shall ensure justification includes a minimum of one (1) of the three (3) criteria for continuing services when addressing continuing care as:

3.10.5.1. Continuing Service Criteria, A: The individual is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the individual to continue working toward treatment goals; or

3.10.5.2. Continuing Service Criteria B: The individual is not yet making progress, but has the capacity to resolve their issues. The individual is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue working toward treatment goals; and /or

3.10.5.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of

care which the individual is receiving treatment is the least intensive level at which the individual's problems can be addressed effectively.

3.10.5.4. The signature of the individual and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.

3.10.6. The Contractor shall track the individual's progress relative to the specific goals, objectives, and interventions in the individual's treatment plan by completing encounter notes in WITS, or an alternative Electronic Health Record (EHR) approved by the Department.

3.11. Coordination of Care

3.11.1. The Contractor shall inform the Regional Public Health Networks (RPHN) of services available in order to align SUD work with other RPHN projects that may be similar or impact the same populations.

3.11.2. The Contractor shall ensure all coordination of care activities are compliant with state and federal laws and rules, including but not limited to 42 CFR Part 2.

3.11.3. The Contractor shall refer individuals to, and coordinate the individual's care with, other providers and document the coordination, or individual's refusal of the coordination, in the individual's service record. The Contractor shall ensure referrals include, but are not limited to:

3.11.3.1. Primary care providers. If the individual does not have a primary care provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider.

3.11.3.2. Behavioral health care providers when serving individuals with co-occurring substance use and mental health disorders. If the individual does not have a behavioral health care provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider.

3.11.3.3. Medication-Assisted Treatment (MAT) providers.

3.11.3.4. Peer recovery support providers. If the individual does not have a peer recovery support provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider.

3.11.4. The Contractor shall coordinate with case management services

offered by the individual's managed care organization, third party insurance or other provider, as applicable.

3.11.5. The Contractor shall coordinate individual services with the Department's Doorway contractors including, but not limited to:

3.11.5.1. Ensuring timely admission of individuals to services,

3.11.5.2. Completing initial clinical evaluations as needed.

3.11.5.3. Referring individuals to Doorway services when the Contractor cannot admit an individual for services within 48 hours.

3.11.5.4. Referring individuals to Doorway services at the time of discharge when an individual is in need of Doorway services.

3.11.6. The Contractor shall coordinate with the NH Ryan White CARE Program, for individuals identified as at risk of or with HIV/AIDS.

3.11.7. The Contractor shall coordinate with other social service agencies engaged with the individual, as applicable, which may include but are not limited to:

3.11.7.1. NH Division for Children, Youth and Families (DCYF).

3.11.7.2. Probation and parole.

3.11.7.3. Doorways.

3.11.8. The Contractor shall clearly document in the individual's service record when the individual refuses any referrals or care coordination.

3.11.9. The Contractor shall not prohibit individuals from receiving services under this Agreement when an individual does not consent to information sharing.

3.11.10. The Contractor shall notify individuals who consent to information sharing that they have the ability to rescind the consent at any time without any impact on services provided under the awarded contract.

3.11.11. The Contractor shall coordinate with local recovery community organizations, where available, to bring peer recovery support providers into the treatment setting, to meet with individuals to describe available services and to engage individuals in peer recovery support services as applicable.

3.11.12. The Contractor shall complete a Transfer Plan on the day of transfer when an individual is transferring from one level of care to another *within the same agency*, during the same episode of care for all services. The Contractor shall ensure the Transfer Plan:

3.11.12.1. Addresses all ASAM Dimensions;

3.11.12.2. Includes at least one of the four (4) ASAM Criteria for transfer, including how the individual meets that criteria; and

3.11.12.3. Includes the transfer plan and recommendations, with specific information regarding further treatment at the agency.

3.12. The Contractor shall discharge an individual from WITS by closing the Episode in WITS when the individual is discharged from treatment at the agency, even if they are expected to return at a future date, for example, after completing treatment at a different agency. The time frames for discharge are as follows:

3.12.1. Individuals receiving outpatient services (individual outpatient (OP), intensive outpatient (IOP), partial hospitalization program (PHP)), who have not received services in the past 30 days must be discharged by day 30. Upon the individual's return to treatment a new episode of care must be started, and all standard admission steps must be taken.

3.12.2. Individuals receiving residential services, including but not limited to low intensity and high intensity, who have not received services in the past 48 hours must be discharged. The Contractor shall ensure discharge is completed within seven (7) days of the last day of service. Upon the individual's return to treatment a new episode of care must be started, and all standard admission steps must be taken.

3.13. The Contractor shall identify the reason for transfer or discharge in the Program Enrollment section of WITS for each individual at the time of transfer or discharge from the program.

3.14. The Contractor shall complete a Discharge Summary when an individual is being discharged from treatment at the contracted agency for all services within this Agreement. The Contractor shall ensure the Discharge Summary:

3.14.1. Addresses all ASAM (2013) domains, including the process of transfer planning at the time of the individual's intake to the program, except for Transitional Living;

3.14.2. Is in accordance with Exhibit B-1, Operational Requirements;

3.14.3. Includes the reason for admission, course of treatment, discharge assessment, strengths and liabilities, and discharge plan and recommendations, with specific information regarding referrals or further treatment; and

3.14.4. Includes at least one of the following four (4) ASAM Criteria for discharge, and how individual meets the requirement, except for

Transitional Living:

3.14.4.1. Transfer/Discharge Criteria A: The patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

3.14.4.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

3.14.4.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit their ability to resolve their problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

3.14.4.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of their problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

3.15. Individual and Group Education

3.15.1. The Contractor shall offer all individuals receiving services under this Agreement individual or group education on prevention, treatment, and nature of:

3.15.1.1. Substance use disorders.

3.15.1.2. Relapse prevention.

3.15.1.3. Hepatitis C Virus (HCV).

3.15.1.4. Human Immunodeficiency Virus (HIV).

3.15.1.5. Sexually Transmitted Diseases (STDs).

3.15.1.6. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;

3.15.1.7. Individual and/or group counseling for individuals of childbearing age, regardless of gender, on the effects of

alcohol and other drug use on a fetus.

3.15.1.8. The relationship between tobacco use and substance use and other mental health disorders, if the individual uses nicotine.

3.15.2. The Contractor shall ensure that all individuals are screened at intake and discharge for tobacco use, treatment needs and referral to the NH QuitLine, as part of treatment planning.

3.15.3. The Contractor shall maintain an outline of each educational session provided.

3.16. Tobacco-Free Environment

3.16.1. The Contractor shall ensure a tobacco-free environment by having policies and procedures that apply to all staff, individuals receiving services, and visitors that include but are not limited to:

3.16.1.1. Smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices.

3.16.1.2. Prohibiting the use of tobacco products within the Contractor's facilities at any time.

3.16.1.3. Prohibiting the use of tobacco in any Contractor-owned vehicle.

3.16.1.4. Whether the use of tobacco products is prohibited outside of the facility on the grounds. If use of tobacco products is allowed outside of, but on the grounds of, the facility, the Contractor shall ensure:

3.16.1.4.1. Designated smoking area(s) are located a minimum of 20 feet from the main entrance;

3.16.1.4.2. All materials used for smoking in the designated area, including cigarette butts and matches, are extinguished and disposed of in appropriate containers;

3.16.1.4.3. Periodic cleanup of the designated smoking area is scheduled and completed as scheduled and/or needed; and

3.16.1.4.4. If the designated smoking area is not properly maintained, it is eliminated at the discretion of the Contractor.

3.16.1.5. Prohibiting tobacco use in personal vehicles when transporting individuals on authorized business.

3.16.2. The Contractor shall ensure the Tobacco-Free Environment policy is

included in employee, individual, and visitor orientations and posted in the Contractor's facilities and vehicles.

3.16.3. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging individuals from services being provided under this Contract.

3.17. State Opioid Response (SOR) Grant Standards

3.17.1. The Contractor shall establish formal information sharing and referral agreements with the Doorways in compliance with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.

3.17.2. The Contractor shall ensure all referrals of individuals to the Doorways are:

3.17.2.1. Completed and documented in the individual's file;

3.17.2.2. Available to the Department as requested and as needed for payment of invoices for services provided through SOR-funded initiatives.

3.17.3. The Contractor shall ensure individuals receiving services rendered from SOR funds have a documented history or current diagnoses of Opioid Use Disorder (OUD) or Stimulant Use Disorders.

3.17.4. The Contractor shall coordinate ongoing care for individuals with documented history or current diagnoses of OUD or Stimulant Use Disorder, receiving services rendered from SOR funds, with the Doorways in accordance with 42 CFR Part 2.

3.17.5. The Contractor shall ensure that SOR grant funds are not used to purchase, prescribe, or provide marijuana or for providing treatment using marijuana. The Contractor shall ensure:

3.17.5.1. Treatment in this context includes the treatment of opioid use disorder (OUD).

3.17.5.2. Grant funds are not provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental health disorders.

3.17.5.3. This marijuana restriction applies to all subcontracts and memorandums of understanding (MOU) that receive SOR funding.

3.17.6. The Contractor shall provide Medication Assisted Treatment (MAT) only with FDA-approved MAT for Opioid Use Disorder (OUD), which includes:

3.17.6.1. Methadone; and

3.17.6.2. Buprenorphine products including:

3.17.6.2.1. Single-entity buprenorphine products;

3.17.6.2.2. Buprenorphine/naloxone tablets;

3.17.6.2.3. Buprenorphine/naloxone films; and

3.17.6.2.4. Buprenorphine/naloxone buccal preparations.

3.17.7. The Contractor shall provide medical withdrawal management services supported by SOR funds only when the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

3.17.8. The Contractor shall provide a Fentanyl test strip utilization plan to the Department for approval prior to implementation. The Contractor shall ensure the utilization plan includes:

3.17.8.1. Internal policies for the distribution of Fentanyl strips;

3.17.8.2. Distribution methods and frequency; and

3.17.8.3. Other key data as requested by the Department.

3.17.9. The Contractor shall ensure individuals receiving financial aid for recovery housing utilizing SOR funds are in a recovery housing facility that aligns with the National Alliance for Recovery Residences standards and is registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with New Hampshire Administrative Rules, He-A 305, Voluntary Registry for Recovery Houses.

3.17.10. The Contractor shall accept individuals on MAT and facilitate access to MAT on-site or through referrals for all individuals supported with SOR funds, as clinically appropriate.

3.17.11. The Contractor shall ensure individuals who refuse to consent to information sharing with the Doorways do not receive services utilizing SOR funding.

3.17.12. The Contractor shall ensure individuals who rescind consent to information sharing with the Doorway do not receive any additional services utilizing SOR funding.

4. Web Information Technology System

4.1. The Contractor shall use the Web Information Technology System (WITS) to record contact with individuals within three (3) days following the activity, unless otherwise stated in the WITS guidance document(s). The Contractor shall utilize WITS to record all BDAS individual activities, including, but not limited

to:

4.1.1. Determining individual eligibility.

4.1.2. Reporting all data that is used to calculate and analyze National Outcome Measures.

4.1.3. Billing the Department for services performed under the resulting contract including all data required by the Department to authorize payment.

4.1.4. Providing other information as required by the Department.

4.2. The Contractor shall provide the individual with the WITS Information Acknowledgement and obtain the individual's signature on that format the time of admission to treatment, prior to providing services.

4.3. The Contractor shall ensure information for individuals refusing to sign the WITS Information Acknowledgement is not entered into the WITS system and the Contractor shall contact the Department to establish alternative reporting and billing procedures.

4.4. The Contactor shall ensure services are provided to individuals who refuse to sign the WITS Information Acknowledgement, despite not being able to enter that individual into the WITS system. The Contractor shall:

4.4.1. Establish a policy to document individual activity elsewhere;

4.4.2. Obtain Department approval of the established policy;

4.4.3. Notify the Department of each individual's refusal; and

4.4.4. Ensure the Department has access to records as requested.

4.5. The Contractor shall ensure the WITS system is only used for individuals who are in a program that is funded by or under the oversight of the Department. The Contractor may use WITS to enter information for non-BDAS individuals if the following conditions apply:

4.5.1. The Department has approved the Contractors' use of WITS for this purpose;

4.5.2. The Contractor utilized WITS prior to September of 2019; and

4.5.3. The Contractor does not have an alternative electronic health record available for use.

4.6. The Contractor shall cease utilizing WITS if an individual obtains funding from another source while in treatment, unless otherwise approved by the Department. Individuals who are in a program that is funded by or under the oversight of the Department include:

4.6.1. Individuals receiving BDAS-funded SUD treatment services,

4.6.2. Individuals receiving services from Impaired Driver Care Management Programs (IDCMP); and

4.6.3. Individuals receiving services from Impaired Driver Service Providers (IDSP), regardless of funding source.

4.7. The Contractor may use their own electronic health record (EHR), in addition to WITS, to record and track other data not collected in WITS, upon approval by the Department and only if the Department has access to the EHR.

4.8. The Contractor shall record that an individual has been discharged when the individual has completed a treatment episode in WITS.

4.9. The Contractor shall follow all the instructions and requirements in the most current WITS User Guide, as provided by the Department.

4.10. The Contractor shall agree to and follow the Information Security Requirements in Exhibit K.

5. Telehealth

5.1. The Contractor may deliver outpatient services via telehealth through secure telecommunication technology, when clinically appropriate and within the Contractor's scopes of practice, as documented in the individual's treatment plan. The Contractor acknowledges and agrees that:

5.1.1. Telehealth services may be rendered from a remote site, other than the Contractor's facility.

5.1.2. Confidentiality and privacy protections apply to all telehealth services, under the same laws that protect the confidentiality of in-person services

5.1.3. The use of public facing applications such as Facebook Live, Twitch, TikTok, or other similar video communication applications is prohibited.

5.2. The Contractor shall ensure telehealth complies with all security and privacy components identified in Exhibit K, DHHS Information Security Requirements. The Contractor shall ensure:

5.2.1. Individual's informed consent to using the telecommunication technology is received and kept on file.

5.2.2. A provider is present with the individual(s) during the use of telecommunication technology.

5.2.3. Only authorized users have access to any electronic PHI (ePHI) that is shared or available through the telecommunication technology.

5.2.4. Secure end-to-end communication of data is implemented, including all communication of ePHI remaining in the United States.

5.2.5. A system of monitoring the communications containing ePHI is implemented to prevent accidental or malicious breaches.

5.3. The Contractor shall adhere to all relevant state and federal regulations regarding telehealth not identified in the contract, including regulations regarding face-to-face services.

6. Staffing

6.1. The Contractor shall meet the minimum staffing requirements, or request an exemption to the requirements, to provide the scope of work in this Agreement. Staffing levels must include the following:

6.1.1. A minimum of one (1) New Hampshire Licensed Clinical Supervisor.

6.1.2. Staffing ratios for the following:

6.1.2.1. Individual Counseling: The ratio of individuals to NH Licensed and Unlicensed Counselors who provide counseling to individuals on an individual basis in any ASAM level of care should be based on the following:

6.1.2.1.1. Clinician's ability to provide appropriate, effective, and evidence-based treatment to individuals within the setting;

6.1.2.1.2. Type of treatment provided;

6.1.2.1.3. Composition of the individual population; and

6.1.2.1.4. Availability of auxiliary services.

6.1.2.2. SUD Treatment Groups: No more than 12 individuals with one NH Licensed Counselor or Unlicensed Counselor present or no more than 16 individuals when that Counselor is joined by a second Licensed Counselor, Unlicensed Counselor, CRSW or Uncertified Recovery Support Worker.

6.1.2.3. Recovery Support Groups: No more than eight (8) individuals with one (1) NH CRSW present or no more than 12 individuals when that CRSW is joined by a second CRSW, or Uncertified CRSW, Licensed or Unlicensed Counselor.

6.1.2.4. Milieu/Line Staff: Ratios must be based upon the needs of the individuals, and the staff's ability to ensure individual health, safety and well-being. The Contractor shall ensure a minimum of one (1) floating Milieu/Line staff member able to move between common areas to observe individuals is present at all times, when the space is occupied by individuals. The following Milieu/Line staff to individual ratio

is required for all residential facilities. Temporary staffing shortages are allowable, but not encouraged, while the Contractor actively seeks to fill any open staff positions. Any temporary staffing shortages must be reported to BDAS in the Quarterly Reports, and Contractor must be actively working to recruit new staff:

6.1.2.4.1. 3.5 Level of Care, or 3.5 Co-occurring Capable Level of Care:

6.1.2.4.1.1. A maximum of five (5) individuals to 1 (one) Milieu/Line Staff Member present with individuals, during awake hours, when individuals are not participating in a group or individual session; and

6.1.2.4.1.2. A maximum of 10 individuals to one (1) awake Milieu/Line Staff during overnight hours.

6.1.2.4.2. 3.5 Co-occurring Enhanced Level of Care, or 3.7 Level of Care:

6.1.2.4.2.1. A maximum of five (5) individuals to one (1) Milieu/Line Staff Member present with individuals during awake hours, when individuals are not participating in a group or individual session; and

6.1.2.4.2.2. A maximum of 10 individuals to one (1) awake Milieu/Line during overnight hours.

6.1.2.4.3. 3.1 Level of Care:

6.1.2.4.3.1. A maximum of eight (8) individuals to one (1) Milieu/Line staff member present with individuals during awake hours, when individuals are not participating in a group or individual session; and

6.1.2.4.3.2. A maximum 14 individuals to one (1) awake Milieu/Line staff during overnight hours.

6.2. The Contractor shall notify the Department, in writing, of changes in key personnel, of whom a minimum of 10% of their work time is devoted to providing

SUD treatment and/or recovery support services, and provide, within five (5) working days, updated resumes that clearly indicate the staff member is employed by the Contractor.

6.3. The Contractor shall notify the Department in writing within one (1) month of hire when a new administrator, coordinator, or any staff person essential to delivering this scope of services is hired to work in the program(s). The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the new hire notification.

6.4. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one (1) month.

6.5. The Contractor shall have policies and procedures related to student interns that address minimum coursework, experience and core competencies for interns having direct contact with individuals served by this Agreement.

6.6. The Contractor shall ensure student interns complete training on the following topics, as approved by the Department, prior to beginning their internship:

6.6.1. Ethics;

6.6.2. 12 Core Functions;

6.6.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and

6.6.4. Information security and confidentially practices for handling PHI and substance use disorder treatment records as safeguarded by 42 CFR Part 2.

6.7. The Contractor shall ensure attendance of all required training for interns is documented in the interns' records and shall provide a list of which includes the intern's name and dates and topics of training, to the Department, as requested.

6.8. The Contractor shall ensure the health, safety, and well-being of all individuals in areas where individuals congregate, including, but not limited to:

6.8.1. Common areas.

6.8.2. Group rooms.

6.8.3. Classrooms.

6.9. The Contractor shall ensure written policies are available for Department review, as requested, for all required positions. The Contractor may request an exemption of staffing requirements if the requirements are inappropriate for services provided.

6.10. The Contractor shall provide both clinical and safety justifications to request

exemption for any of the staffing requirements believed inappropriate for proposed services and/or if the facility does not meet the staffing requirements to the Department for approval.

6.11. The Contractor shall ensure no Licensed Clinical Supervisor shall supervise more than 12 staff unless the Department has approved an alternative supervision plan.

6.12. The Contractor shall provide ongoing clinical supervision that occurs at regular intervals, and is documented in all staff members' records and evidence-based practices. Clinical supervision, shall include, at a minimum:

6.12.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress; and

6.12.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.

6.13. The Contractor shall provide training to all staff providing SUD services under this Agreement on the following topics. Training attendance must be documented in all staff members' records:

6.13.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;

6.13.2. The 12 core functions;

6.13.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and

6.13.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.

6.14. The Contractor shall ensure all Unlicensed Staff complete training on the following topics, as approved by the Department, within six (6) months of hire:

6.14.1. Ethics;

6.14.2. 12 Core Functions;

6.14.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and

6.14.4. Information security and confidentially practices for handling PHI and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within six (6) months of hire.

6.15. The Contractor shall provide in-service training to all staff involved in individual

care within 15 days of the contract effective date or the staff person's employment start date, if the staff member started work after the contract effective date and annually thereafter. The Contractor shall ensure in-service training topics are as follows:

6.15.1. Contract requirements;

6.15.2. Policies and procedures provided by the Department;

6.15.3. Hepatitis C (HCV);

6.15.4. Human immunodeficiency virus (HIV);

6.15.5. Tuberculosis (TB); and

6.15.6. Sexually transmitted diseases (STDs).

6.16. The Contractor shall ensure all staff receive annual continuing education on the following topics:

6.16.1. Advancements in the science and evidence-based practices of the SUD field; and

6.16.2. State and federal laws and rules relating to confidentiality.

6.17. The Contractor shall ensure staff attendance of all required training is documented in the staff members' records and shall provide a list of trained staff, which includes dates and topics of training, to the Department, as, requested.

7. Audit Requirements

7.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:

7.1.1. 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.

7.1.2. 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.

7.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

7.2. If Condition A exists, the Contractor must 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.

7.3. If Condition B or Condition C exists, the Contractor must submit an annual **financial audit** performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

7.4. 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.

7.5. 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 must 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.

7.6. In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings that addresses any and all findings.

7.7. The Contractor must ensure the corrective action plan uses SMART goals and objectives, and includes:

7.7.1. The action(s) that shall be taken to correct each deficiency;

7.7.2. The action(s) that shall be taken to prevent the reoccurrence of each deficiency;

7.7.3. The specific steps and time line for implementing the actions above;

7.7.4. The plan for monitoring to ensure that the actions above are effective; and

7.7.5. How and when the Contractor shall report to the Department on progress on implementation and effectiveness

8. Exhibits Incorporated

8.1. 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.

8.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

8.3. The Contractor shall comply with all Exhibits D through K, which are attached

hereto and incorporated by reference herein.

9. Reporting Requirements

9.1. The Contractor shall report individual demographic data in WITS for all BDAS funded individuals as specified in the current WITS User Guide.

9.2. The Contractor shall report individual National Outcome Measures (NOMS) data in WITS for:

9.2.1. 100% of all individuals at admission.

9.2.2. 100% of all individuals who are discharged.

9.3. The Contractor shall report all data *necessary* for *calculation* of the following performance measures in WITS and as specified in the WITS User Guide:

9.3.1. Initiation: Percentage of individuals accessing services within 14 days of screening;

9.3.2. Engagement: Percentage of individuals receiving three (3) or more eligible services within 34 days of screening;

9.3.3. Retention: Percentage of individuals receiving six (6) or more eligible services within 60 days of screening;

9.3.4. Treatment completion: Percentage of individuals completing treatment; and

9.3.5. National Outcome Measures (NOMS):

9.3.5.1. Reduction in/no change in the frequency of both alcohol and other drug substance use at discharge compared date of first service.

9.3.5.2. Increase in/no change in number of individuals employed or in school on the date of last service compared to first service.

9.3.5.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service.

9.3.5.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service.

9.3.5.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service.

9.4. The Contractor shall report all other data, as specified in the WITS User Guide, to support the Department's analysis and reporting on demographics, performance, services and other factors as determined by the Department and in a format specified by the Department.

9.5. The Contractor shall complete monthly contract compliance reporting no later than the 10th day of the month following the reporting month in a format determined and as requested by the Department.

9.6. The Contractor shall submit quarterly contract compliance reporting no later than the 10th day of following month in a format determined and as requested by the Department.

9.7. The Contractor shall report all critical incidents to the Department in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

9.7.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well- being, including but not limited to:

9.7.1.1. Abuse;

9.7.1.2. Neglect;

9.7.1.3. Exploitation;

9.7.1.4. Rights violation;

9.7.1.5. Missing person;

9.7.1.6. Medical emergency;

9.7.1.7. Restraint; or

9.7.1.8. Medical error.

9.8. The Contractor shall submit additional information regarding critical incidents to the Department as requested and required.

9.9. The Contractor shall report critical incidents to other agencies as required by law.

9.10. The Contractor shall notify the Department in writing of all contact with law enforcement as soon as possible and no more than 24 hours following the incident.

9.11. The Contractor shall notify the Department in writing of all media contacts as soon as possible and no more than 24 hours following the incident.

9.12. The Contractor shall report in accordance with the Department's Sentinel Even Reporting guidance.

9.13. The Contractor shall refer to the current WITS User Guide for guidance on NOMS and other data reporting requirements.

10. Performance Measures

10.1. Contract performance shall be measured to evaluate service quality and efficacy in mitigating negative impacts of substance misuse, including but not

limited to the opioid epidemic and associated overdoses. The following performance measures will be used by the Department to evaluate selected vendor performance:

10.1.1. Initiation: Percentage of individuals accessing services within 14 days of screening;

10.1.2. Engagement: Percentage of individuals receiving three (3) or more eligible services within 34 days of screening;

10.1.3. Retention: Percentage of individuals receiving six (6) or more eligible services within 60 days of screening;

10.1.4. Treatment completion: Percentage of individuals completing treatment; and

10.1.5. National Outcome Measures (NOMS): The percentage of individuals out of all individuals discharged improved in at least three (3) out of five (5) of the following NOMS outcome criteria:

10.1.5.1. Reduction in/no change in the frequency of both alcohol and other drug substance use at discharge compared to the period of 7 days before and the date of first service during an episode of care (or previous episode of care for individuals referred for services from a different BDAS contracted SUD treatment provider).

10.1.5.2. Increase in/no change in number of individuals employed or in school on the date of last service compared to first service.

10.1.5.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service.

10.1.5.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service.

10.1.5.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service.

10.2. The Contractor shall meet or exceed baseline performance requirements as determined by the Department.

10.2.1. The Department will actively and regularly collaborate with the Contractor to develop a performance improvement structure that will enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

10.2.2. The Department may identify expectations for active and regular collaboration, including key performance measures, in this

Agreement. Where applicable, the Contractor must collect and share data with the Department, as requested and in a format specified by the Department.

10.3. The Contractor shall participate in all quality improvement activities to ensure the standard of care for individuals, as directed and requested by the Department, including, but not limited to:

10.3.1. Electronic and in-person individual record reviews.

10.3.2. Site visits.

10.3.3. Training and technical assistance activities.

10.4. The Contractor shall monitor and manage the utilization of levels of care and service array to ensure services are offered through the term of the contract to maintain a consistent service capacity for SUD treatment and recovery support services statewide by monitoring the capacity such as staffing and other resources to consistently and evenly deliver these services.

10.5. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

10.6. The Contractor shall participate in quarterly meetings with the Department to ensure compliance with the contractual requirements.

10.7. The Contractor may be required to provide other key data and metrics to the Department, including individual-level demographic, performance, and service data.

10.8. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

11. Additional Terms

11.1. Impacts Resulting from Court Orders or Legislative Changes

11.1.1. 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.

11.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

11.2.1. The Contractor shall submit, within ten (10) days of the Agreement 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.

11.3. Credits and Copyright Ownership

11.3.1. If the Contractor wishes to publicly reference or market their use of American Society of Addiction Medicine (ASAM) criteria, or utilize language related to American Society of Addiction Medicine levels of care in promotion or marketing of their services, the Contractor must agree to sign and have in effect, the End User License Agreement with the State of New Hampshire prior to publicly referencing or marketing their services as such. The Contractor shall comply with the terms of Appendix F, End User License Agreement, or the Contractor shall not be permitted to publicly reference or market their use of anything related to ASAM.

11.3.2. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

11.3.3. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

11.3.4. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

11.3.4.1. Brochures.

11.3.4.2. Resource directories.

11.3.4.3. Protocols or guidelines.

11.3.4.4. Posters.

11.3.4.5. Reports.

11.3.5. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

11.4. Operation of Facilities: Compliance with Laws and Regulations

11.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public

Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement 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.

11.4.2. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.

11.4.3. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.

11.4.4. The Contractor shall ensure facilities where services are provided meet all the applicable laws, rules, policies, and standards.

11.4.5. The Contractor shall submit a transition plan for Department approval no later than 30 days from the contract effective date of the resulting contract that specifies actions to be taken in the event that the selected vendor can no longer provide services. The selected Contractor shall ensure the transition plan includes, but is not limited to:

11.4.5.1. An action plan that ensures the seamless transition of individuals to alternative providers with no gap in services;

11.4.5.2. Where and how individual records will be transferred to ensure no gaps in services, ensuring the Department is not identified as the entity responsible for individual records; and

11.4.5.3. Individual notification processes and procedures for transitioning records.

11.4.6. The Contractor shall comply with applicable federal and state laws, rules and regulations, applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.

11.4.7. The Contractor shall comply with all information security and privacy requirements as set by the Department.

11.5. Eligibility Determinations

11.5.1. If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

11.5.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

11.5.3. In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

11.5.4. The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

11.6. Records

11.6.1. The Contractor shall keep records that include, but are not limited to:

11.6.1.1. 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.

11.6.1.2. 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.

11.6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.

11.6.1.4. Medical records on each individual who receives services.

11.6.2. During the term of this Agreement 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 Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) 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 Operational Requirements

1. **Requirements for Organizational or Program Changes.**

   1.1. The Contractor shall provide written notification to the no later than 30 days prior to changes in:

      1.1.1. Ownership;

      1.1.2. Physical location; or

      1.1.3. Name.

   1.2. The Contractor shall submit a copy of the certificate of amendment from the New Hampshire Secretary of State with the effective date of the change to the Department, when there is a change in the name of the ownership, physical location, or name of the organization,

2. **Inspections and Administrative Remedies**

   2.1. The Contractor shall allow any Department representative at any time to be admitted on the premises to inspect:

      2.1.1. The facility;

      2.1.2. All programs and services provided through this Agreement; and

      2.1.3. Any records required by the Agreement.

   2.2. The Contractor shall be issued a notice of deficiencies when the Department determines that the Contractor is in violation of any contract requirements. The Contractor shall receive written notice from the Department, as applicable which:

      2.2.1. Identifies each deficiency;

      2.2.2. Identifies the specific proposed remedy(ies); and

      2.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 541-A and NH Administrative Rule He-C 200.

   2.3. The Contractor shall receive administrative remedies from the Department for violations of contract requirements, which may include, but is not limited to:

      2.3.1. The requirement to submit a plan of correction (POC).

      2.3.2. The imposition of a POC by the Department.

      2.3.3. Contract suspension.

      2.3.4. Contract Revocation.

3. **Plans of Corrective Action**

   3.1. The Contractor shall submit a written POC to the Department within 21 days of receiving a notice of deficiencies, for review and acceptance. The Contractor shall ensure the POC includes, but is not limited to:

      3.1.1. Steps to be taken to correct each deficiency.

3.1.2. Measures that will be put in place.

3.1.3. System changes to be made to ensure that the deficiency does not recur.

3.1.4. The date by which each deficiency will be corrected, ensuring the correction occurs no later than 90 days from the date the POC is submitted to the Department.

3.2. The Contractor shall ensure each POC:

3.2.1. Achieves compliance with contract requirements;

3.2.2. Addresses all deficiencies and deficient practices as cited in the notice of deficiencies; and

3.2.3. Mitigates the likelihood of a new violation of contract requirements as a result of implementation of the POC.

3.3. The Department shall notify the Contractor of the reasons for rejection of the POC, if the POC is not accepted. The Contractor shall:

3.3.1. Develop and submit a revised POC within 21 days of the date of the written notification of POC rejections.

3.3.2. Ensure the revised POC complies with POC standards identified above.

3.4. The Contractor shall be subject to a directed POC from the Department that specifies the corrective actions to be taken when:

3.4.1. Deficiencies were identified during an inspection that require immediate corrective action to protect the health and safety of the individuals receiving services or staff providing services.

3.4.2. The original POC is not submitted within 21 days of the date of the written notification of deficiencies;

3.4.3. The revised POC is rejected by the Department; or

3.4.4. The POC is not implemented by the completion date identified in the Department-accepted POC.

3.5. The Contractor shall admit and allow the Department access to the premises and records related to the Department-accepted POC, after the completion date identified in the POC, in order to verify the implementation of the POC, which may include, but is not limited to:

3.5.1. Review of materials submitted by the Contractor;

3.5.2. Follow-up inspection; or

3.5.3. Review of compliance during the next scheduled inspection.

4. Duties and Responsibilities

4.1. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to individuals on an ongoing basis.

4.2. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.

4.3. The Contractor shall employ an administrator responsible for the day-to-day operations of services provided in this Agreement. The Contractor shall:

4.3.1. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and

4.3.2. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor, the staff position(s) to be delegated, and the authority and responsibility to act in the administrator's behalf when the administrator is absent.

4.4. The Contractor shall ensure the following documents are posted in a public area:

4.4.1. A copy of the Contractor's policies and procedures relative to the implementation of rights and responsibilities for individuals receiving services, including confidentiality per 42 CFR Part 2; and

4.4.2. The Contractor's plan for fire safety, evacuation, and emergencies, identifying the location of, and access to all fire exits.

4.5. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the Department.

4.6. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the Department, and all court orders.

4.7. The Contractor shall follow the required procedures for the care of the individuals, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007 for residential programs, if the Contractor accepts an individual who is known to have a disease reportable under NH Administrative Rule He-P 301, or an infectious disease.

4.8. The Contractor shall comply with state and federal regulations on confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12.

4.9. The Contractor shall develop policies and procedures regarding the release of information contained in individual service records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.

4.10. The Contractor shall ensure all records relating to services provided through this Agreement are legible, current, accurate, and available to the Department during an inspection or investigation.

4.11. The Contractor shall ensure service site(s) are accessible to individuals with a disability, using Americans with Disabilities Act (ADA) accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq. The Contractor shall ensure service sites include:

4.11.1. A reception area separate from living and treatment areas;

4.11.2. A private space for personal consultation, charting, treatment and social activities, as applicable;

4.11.3. Secure storage of active and closed confidential individual records; and

4.11.4. Separate and secure storage of toxic substances.

4.12. The Contractor shall establish a code of ethics for staff that includes a mechanism for reporting unethical conduct.

4.13. The Contractor shall develop, implement, and maintain specific policies, including:

4.13.1. Rights, grievance, and appeals policies and procedures for individuals receiving services;

4.13.2. Progressive discipline, leading to administrative discharge;

4.13.3. Reporting and appealing staff grievances;

4.13.4. Alcohol and other drug use while in treatment;

4.13.5. Individual and employee smoking that are in compliance with Exhibit B, Section 3.16;

4.13.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;

4.13.7. Holding an individual's possessions;

4.13.8. Secure storage of staff medications;

4.13.9. Medication belonging to individuals receiving services;

4.13.10. Urine specimen collection, as applicable, that:

4.13.10.1. Ensures collection is conducted in a manner that preserves individual privacy as much as possible; and

4.13.10.2. Minimizes falsification;

4.13.11. Safety and emergency procedures on:

4.13.11.1. Medical emergencies;

4.13.11.2. Infection control and universal precautions, including the use of protective clothing and devices;

4.13.11.3. Reporting injuries;

4.13.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures; and

4.13.11.5. Emergency closings,;

4.13.12. The Contractor shall develop, implement and maintain procedures for:

4.13.12.1. Protection of individual records that govern use of records, storage, removal, conditions for release of information, and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and

4.13.12.2. Quality assurance and improvement.

5. Collection of Fees.

5.1. The Contractor shall maintain procedures regarding collections from individual fees, private or public insurance, and other payers responsible for the individual's finances; and

5.2. The Contractor shall provide the individual, and the individual's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge at the time of screening and admission,

6. Screening and Denial of Services

6.1. The Contractor shall maintain a record of all individual screenings, including:

6.1.1. The individual's name and/or unique identifier;

6.1.2. The individual's referral source;

6.1.3. The date of initial contact from the individual or referring agency;

6.1.4. The date of screening; and

6.1.5. The result of the screening, including the reason for denial of services if applicable;

6.2. The Contractor shall record all referrals to and coordination with the Doorway and interim services, or the reason that the referral was not made, for any individual who is placed on a waitlist. The Contractor shall:

6.2.1. Record all contact with the individual between screening and removal from the waitlist; and

6.2.2. Record the date the individual was removed from the waitlist and the reason for removal.

6.3. In the instance an individual requesting services is denied service(s), the Contractor shall:

6.3.1. Inform the individual of the reason for denial of service(s); and

6.3.2. Assist the individual in identifying and accessing appropriate available treatment.

6.4. The Contractor shall not deny services to an individual solely because the individual:

6.4.1. Previously left treatment against the advice of staff;

6.4.2. Relapsed from an earlier treatment;

6.4.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or

6.4.4. Has been diagnosed with a mental health disorder.

6.5. The Contractor shall report on denial of services to individuals at the request of the Department.

7. **Staffing Requirements**

7.1. The Contractor shall develop a current job descriptions for all staff, including contracted staff, volunteers, and student interns, which includes:

7.1.1. Job title;

7.1.2. Physical requirements of the position;

7.1.3. Education and experience requirements of the position;

7.1.4. Duties of the position;

7.1.5. Positions supervised; and

7.1.6. Title of immediate supervisor.

7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which includes, but is not limited to:

7.2.1. Requiring a prospective employees to sign a releases to allow the Contractor to conduct a criminal record check;

7.2.2. Requiring the administrator or designee to obtain and review criminal record checks from the New Hampshire Department of Safety for each prospective employee;

7.2.3. Ensuring criminal record check standards are reviewed to ensure the health, safety, or well-being of individuals, beyond which shall be reason for non-selection for employment, including the following:

7.2.3.1. Felony convictions in this or any other state;

7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and

7.2.3.3. Findings by the Department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and

7.2.4. Waiver of 7.2.3 above for good cause shown.

7.3. The Contractor shall ensure all staff, which includes contracted staff, meet the educational, experiential, and physical qualifications of the position as listed in their job description. The Contractor shall ensure staff:

7.3.1. Do not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;

7.3.2. Are licensed, registered or certified as required by state statute and as applicable;

7.3.3. Receive an orientation within the first three (3) days of work or prior to direct contact with individuals, which includes:

7.3.3.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;

7.3.3.2. The Contractor's policies on the rights, responsibilities, and complaint procedures for individuals receiving services;

7.3.3.3. Federal and state confidentiality requirements;

7.3.3.4. Grievance procedures;

7.3.3.5. Job duties, responsibilities, policies, procedures, and guidelines;

7.3.3.6. Topics covered by both the administrative and personnel manuals;

7.3.3.7. The Contractor's infection prevention program;

7.3.3.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of staff in an emergency; and

7.3.3.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and

7.3.4. Sign and date documentation that they have taken part in an orientation as described above;

7.3.5. Complete a mandatory annual in-service education, which includes a review of all elements described above.

7.4. The Contractor shall ensure, prior to having contact with individuals receiving services, that employees and contracted employees:

7.4.1. Submit proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:

7.4.1.1. The name of the examinee;

7.4.1.2. The date of the examination;

7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;

7.4.1.4. Results of a 2-step TB test, Mantoux method or other method approved by the Centers for Disease Control; and

7.4.1.5. The dated signature of the licensed health practitioner.

7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and

7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium TB through shared air space with persons with infectious TB.

7.5. The Contractor shall ensure employees, contracted employees, volunteers and independent Contractors who have direct contact with individuals who have a history of TB or a positive skin test have a symptomatology screen of a TB test.

7.6. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student intern, volunteer, and contracted staff, which includes, but is not limited to:

7.6.1. A completed application for employment or a resume.

7.6.2. Identification data.

7.6.3. The education and work experience of the employee.

7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:

7.6.4.1. Position title;

7.6.4.2. Qualifications and experience; and

7.6.4.3. Duties required by the position.

7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable.

7.6.6. A signed and dated record of orientation as required above.

7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable.

7.6.8. Records of screening for communicable diseases results required above.

7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary.

7.6.10. Documentation of annual in-service education as required above that includes date of completion and signature of staff.

7.6.11. Information as to the general content and length of all continuing education or educational programs attended;

7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the individual's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy;

7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that the individual:

7.6.13.1. Does not have a felony conviction in this or any other state;

7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect, or exploitation or pose a threat to the health, safety or well-being of an individual; and

7.6.13.3. Has not had a finding by the Department or any administrative agency in NH or any other state for assault, fraud, abuse, neglect or exploitation of any person; and

7.6.14. Documentation of the criminal records check and any waivers, as applicable.

7.7. An individual need not re-disclose any of the matters in the criminal background check if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.

8. **Clinical Supervision of Unlicensed Counselors**

8.1. The Contractor shall ensure all unlicensed counselors providing treatment, education and/or recovery support services; and all uncertified CRSWs, are under the direct supervision of a licensed supervisor.

8.2. The Contractor shall ensure no licensed supervisor supervises more than 12 unlicensed staff, unless the Department has approved an alternative supervision plan.

8.3. The Contractor shall ensure unlicensed counselors receive a minimum of one (1) hour of supervision for every 20 hours of direct contact with individuals receiving services;

8.4. The Contractor ensures supervision is provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;

8.5. The Contractor shall ensure supervision includes:

8.5.1. Review of case records;

8.5.2. Observation of interactions with individuals receiving services;

8.5.3. Skill development; and

8.5.4. Review of case management activities;

8.6. The Contractor shall ensure supervisors maintain a log of the supervision date, duration, content and who was supervised by whom; and

8.7. The Contractor shall ensure staff licensed or certified shall receive supervision in accordance with the requirement of their licensure.

9. Orientation for Individuals Receiving Services

9.1. The Contractor shall conduct an orientation for individuals receiving services upon admission to program, either individually or by group, that includes:

9.1.1. Rules, policies, and procedures of the program and facility;

9.1.2. Requirements for successfully completing the program;

9.1.3. The administrative discharge policy and the grounds for administrative discharge;

9.1.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and

9.1.5. Requiring the individual to sign and date a receipt that the orientation was conducted.

10. Treatment Plans

10.1. The Contractor shall ensure a licensed counselor or an unlicensed counselor, under the supervision of a licensed counselor, develops and maintains a written treatment plan for each individual receiving services in accordance with SAMHSA TAP 21: Addiction Counseling Competencies, which addresses all ASAM domains. The Contractor shall ensure the treatment plan:

10.1.1. Identifies the individual's clinical needs, treatment goals, and objectives.

10.1.2. Identifies the individual's strengths and resources for achieving goals and objectives above;

10.1.3. Defines the strategy for providing services to meet the individual's needs, goals, and objectives;

10.1.4. Identifies and documents referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;

10.1.5. Provides the criteria for terminating specific interventions;

10.1.6. Includes specification and description of the indicators to be used to assess the individual's progress;

10.1.7. Includes documentation of participation in the treatment planning process or the reason why the individual did not participate; and

10.1.8. Includes signatures of the individual and the counselor agreeing to the treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.

10.1.9. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB.

11. Group education and counseling

11.1. The Contractor shall maintain an outline of each educational and group therapy session provided.

11.2. The Contractor shall ensure all group counseling sessions are limited to 12 individuals or fewer per counselor.

12. Progress notes

12.1. The Contractor shall ensure progress notes are completed for each individual, group, or family treatment or education session.

12.2. The Contractor shall ensure progress notes include, but not limited to:

12.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;

12.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and

12.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session.

13. Discharge and Transfer

13.1. The Contractor shall discharge an individual from a program for the following reasons:

13.1.1. Program completion or transfer based on changes in the individual's functioning relative to ASAM criteria;

13.1.2. Program termination, including:

13.1.2.1. Administrative discharge;

13.1.2.2. Non-compliance with the program;

13.1.2.3. The individual left the program before completion against advice of treatment staff; and

13.1.3. The individual is inaccessible, due to reasons that may include incarceration or hospitalization.

13.2. The Contractor shall ensure that counselors complete a narrative discharge summary in all cases of individual discharge or transfer. The Contractor shall ensure the discharge summary includes, but is not limited to:

13.2.1. The dates of admission and discharge or transfer.

13.2.2. The individual's psychosocial substance misuse history and legal history.

13.2.3. A summary of the individual's progress toward treatment goals in all ASAM domains.

13.2.4. The reason for discharge or transfer.

13.2.5. The individual's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment.

13.2.6. A summary of the individual's physical and mental health condition at the time of discharge or transfer.

13.2.7. A continuing care plan, including all ASAM domains.

13.2.8. A determination as to whether the individual would be eligible for re-admission to treatment, if applicable.

13.2.9. The dated signature of the counselor completing the summary.

13.3. The Contractor shall ensure the discharge summary is completed:

13.3.1. No later than seven (7) days following an individual's discharge or transfer from the program; or

13.3.2. For withdrawal management services, by the end of the next business day following an individual's discharge or transfer from the program.

13.4. The Contractor shall ensure, when transferring an individual from one level of care to another within the same certified Contractor agency or to another treatment provider, the counselor:

13.4.1. Completes a progress note on the client's treatment and progress towards treatment goals, to be included in the individual's record; and

13.4.2. Updates the individual assessment and treatment plan.

13.5. The Contractor shall forward copies of the information to a receiving provider when transferring an individual to another treatment provider, upon receiving a signed release of confidential information from the individual. The Contractor shall ensure information includes:

13.5.1. The discharge summary;

13.5.2. Individual demographic information, including the individual's name, date of birth, address, telephone number, and the last four (4) digits of their Social Security number; and

13.5.3. A diagnostic assessment statement and other assessment information, including:

13.5.3.1. TB test results;

13.5.3.2. A record of the individual's treatment history; and

13.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.

13.6. The Contractor shall ensure the counselor meets with the individual at the time of discharge or transfer to establish a continuing care plan. The Contractor shall ensure the continuing care plan:

13.6.1. Includes recommendations for continuing care in all ASAM domains;

13.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and

13.6.3. Assists the individual in making contact with other agencies or services.

13.7. The Contractor shall ensure the counselor documents, in the individual's service record, if and why the meeting described above could not take place.

13.8. The Contractor shall ensure individuals receiving services through this Agreement are only administratively discharged for the following reasons:

13.8.1. The individual's behavior on program premises is abusive, violent, or illegal;

13.8.2. The individual is non-compliant with prescription medications;

13.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the individual's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or

13.8.4. The individual violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

14. Individual Service Record System

14.1. The Contractor shall implement a comprehensive system in paper and/or electronic format to maintain service records for each individual receiving services. The Contractor shall ensure service records are:

14.1.1. Organized into related sections with entries in chronological order;

14.1.2. Easy to read and understand;

14.1.3. Complete, containing all the parts;

14.1.4. In compliance with all applicable confidentiality laws, including 42 CFR Part 2 and Exhibit K;

14.1.5. Up-to-date, including notes of most recent contacts; and

14.1.6. Accessible to the Department upon request.

14.2. The Contractor shall ensure service records are organized as follows:

14.2.1. First section, Intake/Initial Information:

14.2.1.1. Identification data, including the individual's:

14.2.1.1.1. Name;

14.2.1.1.2. Date of birth;

14.2.1.1.3. Address;

14.2.1.1.4. Telephone number; and

14.2.1.1.5. The last four (4) digits of the individual's Social Security number;

14.2.1.2. The date of admission;

14.2.1.3. Name, address, and telephone number of the individual's:

14.2.1.3.1. Legal guardian;

14.2.1.3.2. Representative payee;

14.2.1.3.3. Emergency contact;

14.2.1.3.4. The person or entity referring the individual for services, as applicable;

14.2.1.3.5. Primary health care provider;

14.2.1.3.6. Behavioral health care provider, if applicable;

14.2.1.3.7. Public or private health insurance provider(s), or both;

14.2.1.4. The individual's religious preference, if any;

14.2.1.5. The individual's personal health history;

14.2.1.6. The individual's mental health history;

14.2.1.7. Current medications;

14.2.1.8. Records and reports prepared prior to the individual's current admission and determined by the counselor to be relevant; and

14.2.1.9. Signed receipt of notification of individual rights;

14.2.2. Second section, Screening/Assessment/Evaluation:

14.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit B.

14.2.3. Third section, Treatment Planning:

14.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Exhibit B and in this Exhibit B-1; and

14.2.3.2. Signed and dated progress notes and reports from all programs involved.

14.2.4. Fourth section, Discharge Planning:

14.2.4.1. A narrative discharge summary, as required in this Exhibit B-1.

14.2.5. Fifth section, Releases of Information/Miscellaneous:

14.2.5.1. Release of information forms compliant with 42 CFR, Part 2;

14.2.5.2. Any correspondence pertinent to the individual; and

14.2.5.3. Any other pertinent information the Contractor deemed significant.

14.3. If the Contractor utilizes a paper format record system, then the sections identified above shall be tabbed sections.

15. Medication Services

15.1. The Contractor shall ensure no administration of medications, including physician samples, occur except by a licensed medical practitioner working within their scope of practice.

15.2. The Contractor shall ensure all prescription medications brought by an individual to program are in their original containers and legibly display the following information:

15.2.1. The individual's name;

15.2.2. The medication name and strength;

15.2.3. The prescribed dose;

15.2.4. The route of administration;

15.2.5. The frequency of administration; and

15.2.6. The date ordered.

15.3. The Contractor shall ensure any change or discontinuation of prescription medications includes a written order from a licensed practitioner.

15.4. The Contractor shall ensure all prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the individual's person or stored in the individual's room, are stored as follows: DS

15.4.1. All medications are kept in a storage area that is:

15.4.1.1. Locked and accessible only to authorized personnel;

15.4.1.2. Organized to allow correct identification of each individual's medication(s);

15.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and

15.4.1.4. Equipped to maintain medication at the proper temperature;

15.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, are kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and

15.4.3. Topical liquids, ointments, patches, creams and powder forms of products are stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.

15.5. The Contractor shall ensure medication belonging to staff are only accessible to staff and are stored separately from medications belonging to individuals served.

15.6. The Contractor shall ensure over-the-counter (OTC) medications brought into the program by individuals receiving services are:

15.6.1. In original, unopened containers;

15.6.2. Are stored in accordance with this Exhibit B-1;

15.6.3. Are marked with the name of the individual using the medication; and

15.6.4. Are taken in accordance with the directions on the medication container or as ordered by a licensed practitioner.

15.7. The Contractor shall ensure all medications self-administered by an individual, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the individual without supervision, are supervised by the program staff. The Contractor shall ensure staff:

15.7.1. Remind the individual to take the correct dose of their medication at the correct time;

15.7.2. May open the medication container but do not physically handle the medication itself in any manner; and

15.7.3. Remain with the individual to observe them taking the prescribed dose and type of medication;

15.7.4. Document each medication taken in an individual's medication log, which includes:

15.7.4.1. The medication name, strength, dose, frequency and route of administration;

15.7.4.2. The date and the time the medication was taken;

15.7.4.3. The signature or identifiable initials of the staff supervising the consumption of the medication by the individual receiving services; and

15.7.4.4. The reason for any medication refused or omitted, as applicable.

15.8. The Contractor shall ensure the individual's medication log is included in the individual's record and any remaining medication is taken with the individual upon their discharge.

16. Notice of Rights for Individuals Receiving Services

16.1. The Contractor shall ensure programs inform individuals of their rights in clear, understandable language and form, both verbally and in writing. The Contractor shall ensure:

16.1.1. Applicants for services are informed of their rights to evaluations and access to treatment;

16.1.2. Individuals are advised of their rights upon entry into any program and annually thereafter; and

16.1.3. Initial and annual notifications of individual rights are documented in the individual's record.

16.2. The Contractor shall ensure every program within the service delivery system posts notice of the rights, as follows:

16.2.1. The notice is continually posted in an area accessible by all;

16.2.2. The notice is presented in clear, understandable language and form; and

16.2.3. Each program and residence has, on the premises, complete copies of rules pertaining to individual rights that are available for individual review.

17. Fundamental Rights of Individuals Receiving Services

17.1. The Contractor shall ensure no individual receiving treatment for a substance use disorder is deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.

18. Personal Rights

18.1. The Contractor shall ensure individuals who are applicants for services or receiving services are treated by program staff with dignity and respect at all times.

18.2. The Contractor shall ensure individuals are free from abuse, neglect and exploitation which may include, but is not limited to:

18.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;

18.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the individual or others; and

18.2.3. Freedom from personal or financial exploitation.

18.3. The Contractor shall ensure individuals receiving services retain the right to privacy.

19. Client Confidentiality

19.1. The Contractor shall comply with the confidentiality requirements in 42 CFR part 2.

19.2. The Contractor shall ensure copies of individual service records for the individual, attorney or other authorized person are available at no charge for the first 25 pages and not more than $0.25 per page thereafter, after review of the record.

19.3. The Contractor shall ensure, if a minor age 12 or older is treated for substance use disorders without parental consent as authorized by RSA 318:B12-a:

19.3.1. The minor's signature alone authorizes a disclosure; and

19.3.2. Any disclosure to the minor's parents or guardians requires a signed authorization to release.

20. Grievances of Individuals Receiving Services

20.1. The Contractor shall ensure individuals receiving services have the right to complain about any matter, including any alleged violation of a right afforded by this Exhibit B-1 or by any state or federal law or rule.

20.2. The Contractor shall ensure any person has the right to complain or bring a grievance on behalf of an individual or a group of individuals.

21. Treatment Rights

21.1. The Contractor shall ensure individuals receiving services have the right to adequate and humane treatment, including:

21.1.1. The right of access to treatment including:

21.1.1.1. The right to evaluation to determine an individual's need for services and to determine which programs are most suited to provide the services needed; and

21.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and

21.1.2. The right to quality treatment including:

21.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the individuals and

programs providing the treatment and to the conditions for which the individual is being treated;

21.1.3. The right to receive services in such a manner as to promote the individual's full participation in the community;

21.1.4. The right to receive all services or treatment to which an individual is entitled in accordance with the time frame set forth in the individual's treatment plan;

21.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with this Exhibit B-1 which addresses the individual's own goals;

21.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the individual to participate in meaningful activities in the communities in which the individual lives and works;

21.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:

21.1.7.1. Freedom of movement; and

21.1.7.2. Participation in the community, while providing the level of support needed by the individual;

21.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:

21.1.8.1. Whenever possible, the consent shall be given in writing; and

21.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;

21.1.9. The right to refuse to participate in any form of experimental treatment or research;

21.1.10. The right to be fully informed of one's own diagnosis and prognosis;

21.1.11. The right to voluntary placement including the right to:

21.1.11.1. Seek changes in placement, services or treatment at any time; and

21.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;

21.1.12. The right to services which promote independence including services directed toward:

21.1.12.1. Eliminating, or reducing as much as possible, the individual's needs for continued services and treatment; and

21.1.12.2. Promoting the ability of the individuals to function at their highest capacity and as independently as possible;

21.1.13. The right to refuse medication and treatment;

21.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;

21.1.15. The right to consultation and second opinion including:

21.1.15.1. At the individual's own expense, the consultative services of:

21.1.15.1.1. Private physicians;

21.1.15.1.2. Psychologists;

21.1.15.1.3. Licensed drug and alcohol counselors; and

21.1.15.1.4. Other health practitioners; and

21.1.15.2. Granting to such health practitioners reasonable access to the individual, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;

21.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring an individual's participation and informed decision-making:

21.1.16.1. Guardian;

21.1.16.2. Representative;

21.1.16.3. Attorney;

21.1.16.4. Family member;

21.1.16.5. Advocate; or

21.1.16.6. Consultant; and

21.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical, or pharmacological restraint, unless the individual is at risk of self-harm or harm to others.

21.2. The Contractor shall ensure no treatment professional is required to administer treatment contrary to such professional's clinical judgment.

21.3. The Contractor shall ensure programs maximize the decision-making authority of the individual.

21.4. The Contractor shall ensure the following provisions apply to individuals for whom a guardian has been appointed by a court:

21.4.1. The guardian and all individuals involved in the provision of services are made aware of the individual's views, preferences and aspirations;

21.4.2. A guardian only makes decisions that are within the scope of the powers set forth in the guardianship order issued by the court;

21.4.3. The program requests a copy of the guardianship order from the guardian;

21.4.4. The order is kept in the individual's record at the program;

21.4.5. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the individual's choice and preference relative to those issues prevail unless the guardian's authority is expanded by the court to include those issues;

21.4.6. A program takes steps that are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:

21.4.6.1. Reviewing with the guardian the limits on their decision-making authority; and

21.4.6.2. Bringing the matter to the attention of the court that appointed the guardian, if necessary;

21.4.7. The guardian acts in a manner that furthers the best interests of the individual;

21.4.8. In acting in the best interests of the individual, the guardian takes the views, preferences, and aspirations of the individual into consideration;

21.4.9. The program takes steps that are necessary to prevent a guardian from acting in a manner that does not further the best interests of the individual and, if necessary, brings the matter to the attention of the court that appointed the guardian; and

21.4.10. In the event that there is a dispute between the program and the guardian, the program informs the guardian of their right to bring the dispute to the attention of the court that appointed the guardian.

22. Termination of Services

22.1. The Contractor shall terminate an individual from services if the individual:

22.1.1. Endangers or threatens to endanger other individuals or staff, or engages in illegal activity on the property of the program;

22.1.2. Is no longer benefiting from the service(s) provided;

22.1.3. Cannot agree with the Contractor on a mutually acceptable course of treatment;

22.1.4. Refuses to pay for the services received despite having the financial resources to do so; or

22.1.5. Refuses to apply for benefits that could cover the cost of the services received despite the fact that the individual is or may be eligible for benefits.

22.2. The Contractor shall ensure termination does not occur unless the program has given both written and verbal notice to the individual and individual's guardian, if any, that:

22.2.1. Identifies the effective date of termination;

22.2.2. Lists the clinical or management reasons for termination; and

22.2.3. Explains the rights to appeal and the appeal process.

22.3. The Contractor shall document in the service record of an individual who has been terminated that:

22.3.1. The individual has been notified of the termination; and

22.3.2. The termination has been approved by the program administrator.

23. Rights for Individuals Receiving Residential Programs

23.1. The Contractor shall ensure individuals of residential programs retain the following rights:

23.1.1. The right to a safe, sanitary, and humane living environment;

23.1.2. The right to privately communicate with others, including:

23.1.2.1. The right to send and receive unopened and uncensored correspondence;

23.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive a reasonable number of telephone calls, except that residential programs may require an individual to reimburse them for the cost of any calls made by the individual; and

23.1.2.3. The right to receive and to refuse to receive visitors, except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services;

23.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for individuals to engage in such activities;

23.1.4. The right to privacy, including the following:

23.1.4.1. The right to courtesies that include, but are not limited to, knocking on closed doors before entering and ensuring privacy for telephone calls and visits;

23.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and

23.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;

23.1.5. The right to individual choice, including the following:

23.1.5.1. The right to keep and wear their own clothes;

23.1.5.2. The right to space for personal possessions;

23.1.5.3. The right to keep and to read materials of their own choosing;

23.1.5.4. The right to keep and spend their own money; and

23.1.5.5. The right not to perform work for the Contractor and to be compensated for any work performed, except that:

23.1.5.5.1. Individuals may be required to perform personal housekeeping tasks within the individual's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and

23.1.5.5.2. Individuals may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the individual is compensated for work performed; and

23.1.5.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.

23.2. The Contractor shall ensure policies governing individual behavior within a residence are developed, implemented, and available to the Department as requested. The Contractor shall ensure:

23.2.1. Individuals are informed of any house policies upon admission to the residence.

23.2.2. House policies are posted and such policies shall conform to this section.

23.2.3. House policies are periodically reviewed for compliance with this section in connection with quality assurance site visits.

23.2.4. Notwithstanding Section 23.1.4.3 above, development of policies and procedures allowing searches for alcohol and illicit drugs to be conducted:

23.2.4.1. Upon the individual's admission to the program; and

23.2.4.2. If probable cause exists, including such proof as:

23.2.4.2.1. A positive test showing presence of alcohol or illegal drugs; or

23.2.4.2.2. Showing physical signs of intoxication or withdrawal.

24. State and Federal Requirements

24.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall take precedence. The requirements specified below are provided herein to increase the Contractor's compliance.

24.2. The Contractor agrees to the following state and/or federal requirements for specialty treatment for pregnant and parenting women:

24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.2. The program provides or arranges for primary medical care for women who are receiving substance use disorder services, including prenatal care.

24.2.3. The program provides or arranges for childcare with the women are receiving services.

24.2.4. The program provides or arranges for primary pediatric care for the women's children, including immunizations.

24.2.5. The program provides or arranges for gender-specific substance use disorder treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, neglect, and parenting.

24.2.6. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.

24.2.7. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.

24.3. The Contractor shall assist the individual in finding and engaging in a service, which may include, but is not limited to, helping the individual locate an

appropriate provider, referring individuals to the needed service provider, setting up appointments for individuals with those providers, and assisting the individual with attending appointments with the service provider(s).

24.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:

24.4.1. Within seven (7) days of reaching 90% of capacity, the program notifies the Department that 90% capacity has been reached.

24.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug use not later than:

24.4.2.1. 14 days after making the request; or

24.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance use disorder treatment program.

24.4.3. The program has established a waitlist that includes a unique patient identifier for each injecting drug user seeking treatment, including individuals receiving interim services while awaiting admission.

24.4.4. The program has a mechanism that enables it to:

24.4.4.1. Maintain contact with individuals awaiting admission;

24.4.4.2. Admit or transfer waiting list individuals at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the individual; and

24.4.4.3. The program takes individuals awaiting treatment off the waiting list only when one of the following conditions exist:

24.4.4.3.1. Individuals cannot be located for admission into treatment or

24.4.4.3.2. Individuals refuse treatment

24.4.5. The program includes activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.

24.4.6. The program has procedures for:

24.4.6.1. Selecting, training, and supervising outreach workers.

24.4.6.2. Contacting, communicating, and following up with individuals at high-risk of substance misuse, their associates, and

neighborhood residents within the constraints of Federal and State confidentiality requirements.

24.4.6.3. Promoting awareness among people who inject drugs about the relationship between injection drug use and communicable diseases.

24.4.6.4. Recommending steps that can be taken to ensure communicable diseases do not occur.

24.4.7. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance use disorder services, except in cases when each of the following conditions is met:

24.4.7.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.

24.4.7.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.

24.4.7.3. A physician makes a determination that the following conditions have been met:

24.4.7.3.1. The primary diagnosis of the individual is substance use disorder and the physician certifies that fact.

24.4.7.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.

24.4.7.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.

24.4.7.3.4. The hospital-based substance use disorder program follows national standards of substance use disorder professional practice.

24.4.7.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)

24.4.8. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.

24.4.9. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.

24.4.10. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.

24.4.11. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.

24.4.12. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.

24.4.13. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.

24.4.14. The program uses the SAPT Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:

24.4.14.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program; and

24.4.14.2. Secure payments from individuals for services in accordance with their ability to pay.

24.4.15. The Contractor shall comply with all relevant state and federal laws such as but not limited to:

24.4.15.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale in Exhibit C shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.

24.4.15.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 25.00%, federal funds from the Substance Abuse Prevention and Treatment Block Grant, as awarded October 1, 2020 and October 1, 2022, by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, CFDA 93.959 FAIN TI083464.
   1.2. 44.26%, federal funds from the State Opioid Response Grant, as awarded September 30, 2021, by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, CFDA # 93.788, FAIN TI083326, which are only ***effective from the contract effective date through September 29, 2022***.
   1.3. 12.88% General funds.
   1.4. 17.87% Other funds (Governors Commission).
2. For the purposes of this Agreement:
   2.1. The Department has identified the Contractor as a SUBRECIPIENT, in accordance with 2 CFR 200.331.
   2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
   2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
3. 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 item, as specified in Exhibits C-1, Women's Services through Exhibit C-9, Enhanced Services Budget.
   3.1. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
   3.2. Ensure approval for Exhibits C-1, Women's Services through Exhibit C-9, Enhanced Services Budget is received from the Department prior to submitting invoices for payment.
   3.3. Request payment for actual expenditures incurred in the fulfillment of this Agreement, and in accordance with the Department-approved budgets.
4. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 days from the contract Effective Date, which shall be retained by the Department. The Contractor shall submit budgets as follows:

4.1. One (1) budget for each tiered service that specifies expenses for the period from October 1, 2021 through June 30, 2022, as follows:

4.1.1. Exhibit C-1, Women's Services Budget

4.1.2. Exhibit C-2, Transitional Living Program Budget

4.1.3. Exhibit C-3, Enhanced Services Budget

5. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2022, which shall be retained by the Department. The Contractor shall submit budgets as follows:

5.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2022 through June 30 2023, as follows:

5.1.1. Exhibit C-4, Women's Services Budget

5.1.2. Exhibit C-5, Transitional Living Program Budget

5.1.3. Exhibit C-6, Enhanced Services Budget

6. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2023, which shall be retained by the Department. The Contractor shall submit budgets as follows:

6.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2023 through September 29, 2023, as follows:

6.1.1. Exhibit C-7, Women's Services Budget

6.1.2. Exhibit C-8, Transitional Living Program Budget

6.1.3. Exhibit C-9, Enhanced Services Budget

7. The Contractor shall bill and seek reimbursement for services provided to individuals as follows:

7.1. 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.

7.2. 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.

7.3. For individuals whose private insurer will not remit payment for the full amount, the Contractor shall bill the individual based on the sliding fee scale below.

Percentage of Individual's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit C-1, to Charge the Individual

0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

7.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in approved budgets for which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor shall directly bill the Department to access funds in this Agreement.

7.5. Invoices for individuals without health insurance or other coverage for the services they receive, and for operational costs must include general ledger detail indicating the invoice is only for net expenses and must reflect only amounts up to the current Medicaid rate for the services provided.

7.6. Services provided to incarcerated individuals will be reimbursable only with General Funds and Governor Commission Funds for actual costs incurred, and payable upon Department approval.

8. Additional Billing Information for Room & Board for individuals receiving Medicaid who are in resdential or transitional living level of care and who have Opioid Use Disorder (OUD) or Stimulant Use Disorder, as defined in the SOR grant of which funding is only available ***from the contract effective date through September 29, 2022***.

8.1. The Contractor shall invoice the Department for Room and Board payments up to ***$100*** per day for individuals receiving Medicaid who also have OUD or Stimulant Use Disorders in residential level of care.

8.2. The Contractor shall invoice the Department for Room and Board payments up to ***$75*** per day for individuals receiving Medicaid who also have OUD or Stimulant Use Disorders in transition living level of care.

8.3. With the exception of room and board payments for transitional living, the Contractor shall not bill the Department for Room and Board payments In excess of ***$433,400***.

8.4. The Contractor shall maintain documentation that includes, but is not limited to:

8.4.1. Medicaid ID of the individual receiving services.

8.4.2. WITS ID of the individual receiving services, if applicable.

8.4.3. Period for which room and board payments apply.

8.4.4. Level of Care for which the individual received services for the date range identified in 8.4.3.

8.4.5. Amount being billed to the Department for the service.

8.5. The Contractor shall ensure individuals receiving services rendered from SOR funds have a documented history or current diagnoses of Opioid Use Disorder (OUD) or Stimulant Use Disorders.

8.6. The Contractor shall coordinate ongoing client care for all individuals with documented history or current diagnoses of OUD or Stimulant Use Disorder, receiving services rendered from SOR funds, with Doorways in accordance with 42 CFR Part 2.

8.7. The Contractor shall only bill room and board for individuals with OUD and/or Stimulant Use Disorders that are Medicaid coded for either residential and/or transitional living services.

9. Non-Reimbursement for Services

9.1. The Department shall not reimburse the Contractor for services provided through this contract when a individual has or may have an alternative payer for services described in the Exhibit B, Scope of Work, including, but not limited to:

9.1.1. Services covered by any New Hampshire Medicaid programs for individuals who are eligible for New Hampshire Medicaid.

9.1.2. Services covered by Medicare for individuals who are eligible for Medicare.

9.2. Notwithstanding Section 9.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a individual needs a service that is not covered by the payers listed in Section 9.1.

9.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.

9.4. Notwithstanding Section 9.1 above, when payment of the deductible or copay would constitute a financial hardship for the individual, the Contractor shall seek reimbursement from the State for the deductible based on the sliding fee scale, not to exceed $4,000 per individual per treatment episode.

9.5. For the purposes of this section, financial hardship is defined as the individual's monthly household income being less than the deductible plus the federally-defined monthly cost of living (COL), and

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT C

9.5.1. If the individual owns a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	$3,119.90	$3,964.90	$4,252.10	$4,798.80	$4,643.90

9.5.2. If the individual does not own a vehicle:

	Family Size				
Monthly COL	1	2	3	4	5+
	$2,570.90	$3,415.90	$3,703.10	$4,249.80	$4,643.90

10. The Contractor shall submit an invoice and supporting backup documentation to the Department no later than the 15th working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall:

10.1. Ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

10.2. Ensure invoices are net any other revenue received towards the services billed in fulfillment of this Agreement.

10.3. Ensure backup documentation includes, but is not limited to:

10.3.1. General Ledger showing revenue and expenses for the contract.

10.3.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.

10.3.2.1. Per 45 CFR Part 75.430(i)(1), charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.

10.3.2.2. Attestation and time tracking templates, which are available to the Department upon request.

10.3.3. Receipts for expenses within the applicable state fiscal year.

10.3.4. Cost center reports.

10.3.5. Profit and loss repors.

10.3.6. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.

10.3.7. Information requested by the Department verifying allocation or offset based on third party revenue received.

10.3.8. Summaries of patient services revenue and operating revenue and other financial infofrmation as requested by the Department.

11. The Contractor shall review and comply with further restrictions included in the Funding Opportunity Announcement (FOA).

12. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.invoicesforcontracts@dhhs.nh.gov, or invoices may be mailed to:

    Program Manager
    Department of Health and Human Services
    Bureau of Drug & Alcohol Services
    105 Pleasant Street
    Concord, NH 03301

13. The Contractor agrees that billing submitted for review 60 days after the last day of the billing month may be subject to non-payment.

14. The Department shall make payment to the Contractor within 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.

15. The final invoice shall be due to the Department no later than 40 days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

16. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.

17. 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.

18. 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.

19. 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.

20. Audits

20.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if **any** of the following conditions exist:

20.1.1. 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.

20.1.2. 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.

20.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

20.2. 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.

20.3. 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.

20.4. 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.

20.5. 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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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

Vendor Initials KN (DS)
Date 9/13/2021

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:
Kerry Norton

9/13/2021
Date

Name: Kerry Norton
Title: Executive Director

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:

9/13/2021
Date

DocuSigned by:
Kerry Norton
Name: Kerry Norton
Title: Executive Director

DS
KN
Vendor Initials

9/13/2021
Date

New Hampshire Department of Health and Human Services
Exhibit F

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

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Contractor Initials _____
9/13/2021
Date _____

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:

9/13/2021
Date

DocuSigned by:
Kerry Norton
Name: Kerry Norton
Title: Executive Director

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KN
Contractor Initials

9/13/2021
Date

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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.

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DocuSign Envelope ID: 83197A1F-DBA2-4303-B765-5E385A8DEE66

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:

9/13/2021
Date

DocuSigned by:
Kerry Norton
Name: Kerry Norton
Title: Executive Director

DocuSign Envelope ID: A1A9C418-BF41-411E-B5CF-58C906FADC39

DocuSign Envelope ID: 83197A1F-DBA2-4303-B765-5E385A8DEE66

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:
Kerry Norton
144430109243470...

9/13/2021
Date

Name: Kerry Norton
Title: Executive Director

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Contractor Initials

9/13/2021
Date

DocuSign Envelope ID: A1A9C418-BF41-411E-B5CF-58C906FADC39

DocuSign Envelope ID: 83197A1F-DBA2-4303-B765-5E385A8DEE66

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

Contractor Initials LN

Date 9/13/2021

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

Contractor Initials LN

Date 9/13/2021

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Hope on Haven Hill
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Katja Fox	Kerry Norton
Name of Authorized Representative	Name of Authorized Representative
Director	Executive Director
Title of Authorized Representative	Title of Authorized Representative
9/14/2021	9/13/2021
Date	Date

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DocuSign Envelope ID: 83197A1F-DBA2-4303-B765-5E385A8DEE66

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:

9/13/2021
Date

DocuSigned by:
Kerry Norton
Name: Kerry Norton
Title: Executive Director

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 080088208

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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Date 9/13/2021

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.

DS

Contractor Initials _____

9/13/2021

Date _____

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

Contractor Initials DS

Date 9/13/2021

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Manchester Alcoholism Rehabilitation Center, ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 13, 2021, (Item #30), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to decrease the price limitation and modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.8, Price Limitation, to read:

   $2,812,833

2. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.1. Clinical Services, by adding Paragraph 3.1.6. to read:

   3.1.6. The Contractor shall ensure a minimum total of **40 beds** are available for ASAM Level 3.5, Residential Treatment Services provided through this Agreement.

3. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.1. Clinical Services, by adding Paragraph 3.1.7. to read:

   3.1.7. The Contractor shall ensure a minimum total of **27 beds** are available for ASAM Level 3.7, Withdrawal Management Residential Treatment Services provided through this Agreement.

4. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.7. Assistance Enrolling in Insurance Programs, Paragraph 3.7.1. by adding Subparagraph 3.7.1.4. as follows:

   3.7.1.4. New Hampshire Medicare programs.

5. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.10., Coordination of Care, by adding Paragraph 3.10.13. as follows:

   3.10.13. The Contractor shall use a referral system, which has been approved by the Department, to connect individuals to health and social service providers, as needed.

6. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.16. State Opioid Response (SOR) Grant Standards Paragraph 3.16.6. to read:

   3.16.6. If the Contractor is providing Medication Assisted Treatment (MAT), the Contractor

shall do so only with FDA-approved MAT, which includes:

3.16.6.1. Methadone; and

3.16.6.2. Buprenorphine products including:

3.16.6.2.1. Single-entity buprenorphine products;

3.16.6.2.2. Buprenorphine/naloxone tablets;

3.16.6.2.3. Buprenorphine/naloxone films; and

3.16.6.2.4. Buprenorphine/naloxone buccal preparations.

7. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.16. State Opioid Response (SOR) Grant Standards Paragraph 3.16.7. to read:

3.16.7. If the contractor is providing medical withdrawal management services that are supported by SOR funds, the Contractor shall do so only when the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

8. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.16. State Opioid Response (SOR) Grant Standards Paragraph 3.16.8. to read:

3.16.8. If the Contractor wishes to distribute Fentanyl test strips, the Contractor shall provide a Fentanyl test strip utilization plan to the Department for approval prior to implementation. The Contractor shall ensure the utilization plan includes, but is not limited to:

3.16.8.1. Internal policies for the distribution of Fentanyl strips;

3.16.8.2. Distribution methods and frequency; and

3.16.8.3. Other key data as requested by the Department.

9. Modify Exhibit B, Section 3, Scope of Services, Subsection 3.16. State Opioid Response (SOR) Grant Standards Paragraph 3.16.9. to read:

3.16.9. If the Contractor provides recovery housing, or refers individuals to recovery housing, the Contractor shall ensure any individuals receiving financial aid for the recovery housing, utilizing SOR funds, are in a facility that:

3.16.9.1. Aligns with the National Alliance for Recovery Residences Standards; and

3.16.9.2. Is registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with the New Hampshire Administrative Rules, He-A 305, Voluntary Registry for Recovery Houses.

10. Modify Exhibit B, Section 6, Staffing, Subsection 6.1., Paragraph 6.1.1. to read:

6.1.1. A minimum of one (1) New Hampshire Licensed Supervisor.

11. Modify Exhibit B, Section 6, Staffing, Subsection 6.11. to read:

6.11. The Contractor shall ensure no Licensed Supervisor shall supervise more than 12 staff unless the Department has approved an alternative supervision plan.

12. Modify Exhibit B, Section 11, Additional Terms, Subsection 11.3, Credits and Copyright Ownership, Paragraph 11.3.1. to read:

11.3.1. If the Contractor publicly references or markets their use of American Society of

Addiction Medicine (ASAM) criteria, or utilizes language related to ASAM levels of care in promotion or marketing of their services, the Contractor shall:

11.3.1.1. Sign and have in effect, Exhibit L, Amendment #1, Sample End User License Agreement with the Department, prior to such referencing or marketing.

11.3.1.2. Comply with the executed End User Agreement, or shall otherwise not be permitted to publicly reference or market the use of anything related to ASAM.

13. Modify Exhibit B, by adding Section 12, Maintenance of Fiscal Integrity, as follows:

12. Maintenance of Fiscal Integrity

12.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to the Department monthly, the Balance Sheet, Profit and Loss Statement (total organization and program-level), and Cash Flow Statement for the Contractor. Program-level Profit and Loss Statement shall include all revenue sources and all related expenditures for that program. The program-level Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Outside of the program-level Profit and Loss Statement and budget to actual analysis, all other statements shall be reflective of the entire Partnership for Successful Living organization and shall be submitted on the same day the reports are submitted to the Board, but no later than the fourth (4th) Wednesday of the month. Additionally, the Contractor will provide interim profit and loss statements for every program area, reported as of the 20th of the month, by the last day of every month. The Contractor will be evaluated on the following:

12.1.1. Days of Cash on Hand:

12.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

12.1.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock. Any amount of cash from a line of credit should be broken out separately.

12.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of 30 calendar days with no variance allowed.

12.1.2. Current Ratio:

12.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

12.1.2.2. Formula: Total current assets divided by total current liabilities.

12.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

12.1.3. Debt Service Coverage Ratio:

12.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

12.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

12.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next 12 months.

12.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

12.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

12.1.4. Net Assets to Total Assets:

12.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

12.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

12.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

12.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.

12.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

12.1.5. Total Lines of Credit:

12.1.5.1. The Contractor will provide a listing of every line of credit and amount outstanding for each line.

12.1.5.2. The Contractor will report on any new borrowing activities.

12.1.5.3. The Contractor will report on any instances of non-compliance with any loan covenant or agreement.

12.2. In the event that the Contractor does not meet either:

12.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

12.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months; or

12.2.3. Does not meet the reporting timeframe; then

12.3. The Department may exercise any of the following:

12.3.1. Require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards;

12.3.2. Notwithstanding paragraph 8 of the General Provisions, Form P-37 of this Agreement, require the Contractor to submit a comprehensive corrective action plan within 30 calendar days of notification that 12.2.1. and/or 12.2.2. have not been met;

12.3.2.1. If a corrective action plan is required, the Contractor shall update the corrective action plan at least every 30 calendar days until compliance is achieved.

12.3.2.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

12.3.3. Terminate the contract pursuant to the General Provisions, Form P-37 of this Agreement.

14. Modify Exhibit B-1, Operational Requirements, by replacing it in its entirety with Exhibit B-1, Amendment #1, Operational Requirements, which is attached hereto and incorporated by reference herein.

15. Modify Exhibit C, Payment Terms, by replacing it in its entirety with Exhibit C, Amendment #1, Payment Terms, which is attached hereto and incorporated by reference herein.

16. Modify Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, by replacing it in its entirety with Exhibit I – Amendment #1, Health Insurance Portability and Accountability Act Business Associate Agreement, which is attached hereto and incorporated herein.

17. Add Exhibit L, Amendment #1, Sample, ASAM End User License Agreement, which is attached hereto and incorporated by reference herein.

DS MB
Contractor Initials
Date 2/10/2022

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

2/10/2022
Date

DocuSigned by:
Katja S. Fox
ED9D05B04C63442...

Name: Katja S. Fox
Title: Director

Manchester Alcoholism Rehabilitation Center

2/10/2022
Date

DocuSigned by:
Maureen Beauregard
6FE978F8DEC34FF...

Name: Maureen Beauregard
Title: President & CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

2/11/2022

Date

DocuSigned by:
Robyn Guarino
748734844941460...

Name: Robyn Guarino

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

Operational Requirements

1. Requirements for Organizational or Program Changes.

1.1. The Contractor shall provide written notification to the Department no later than 30 days prior to changes in:

1.1.1. Ownership;

1.1.2. Physical location; or

1.1.3. Name.

1.2. The Contractor shall submit a copy of the certificate of amendment from the New Hampshire Secretary of State with the effective date of the change to the Department, when there is a change of the ownership, physical location, or name of the organization.

2. Inspections and Enforcement Remedies

2.1. The Contractor shall allow any Department representative at any time to be admitted on the premises to inspect:

2.1.1. The facility;

2.1.2. All programs and services provided through this Agreement; and

2.1.3. Any records required by the Agreement.

2.2. The Contractor shall be issued a notice of deficiencies when the Department determines that the Contractor is not in compliance with contract requirements. The Contractor shall receive written notice from the Department, as applicable which:

2.2.1. Identifies each deficiency;

2.2.2. Identifies the specific proposed remedy(ies).

2.3. The Contractor shall receive notice from the Department for violations of contract requirements, that may include, but is not limited to:

2.3.1. The requirement to submit a Plan of Correction (POC).

2.3.2. The imposition of a directed POC from the Department.

2.3.3. Termination of the Agreement in accordance with the General Provisions, Form P-37.

3. Plans of Corrective Action

3.1. Notwithstanding paragraph 8, Event of Default, and paragraph 9, Termination of the General Provisions, Form P-37, the Contractor shall submit a written Plan of Correction (POC) to the Department within 21 days of receiving a notice of deficiencies, for review and acceptance. The Contractor shall ensure the POC includes, but is not limited to:

3.1.1. Steps to be taken to correct each deficiency.

3.1.2. Measures that will be put in place.

3.1.3. System changes to be made to ensure that the deficiency does not recur.

3.1.4. The date by which each deficiency will be corrected, ensuring the correction occurs no later than 90 days from the date the POC is submitted to the Department.

3.2. The Contractor shall ensure each POC:

3.2.1. Achieves compliance with contract requirements;

3.2.2. Addresses all deficiencies and deficient practices as cited in the notice of deficiencies; and

3.2.3. Mitigates the likelihood of a new violation of contract requirements as a result of implementation of the POC.

3.3. The Department shall notify the Contractor of the reasons for rejection of the POC, if the POC is not accepted. The Contractor shall:

3.3.1. Develop and submit a revised POC within 21 days of the date of the written notification of POC rejections.

3.3.2. Ensure the revised POC complies with POC standards identified above.

3.4. The Contractor shall be subject to a directed POC from the Department that specifies the corrective actions to be taken when:

3.4.1. Deficiencies were identified during an inspection that require immediate corrective action to protect the health and safety of the individuals receiving services or staff providing services.

3.4.2. The original POC is not submitted within 21 days of the date of the written notification of deficiencies;

3.4.3. The revised POC is rejected by the Department; or

3.4.4. The POC is not implemented by the completion date identified in the Department-accepted POC.

3.5. The Contractor shall admit and allow the Department access to the premises and records related to the Department-accepted POC, after the completion date identified in the POC, in order to verify the implementation of the POC, which may include, but is not limited to:

3.5.1. Review of materials submitted by the Contractor;

3.5.2. Follow-up inspection; or

3.5.3. Review of compliance during the next scheduled inspection.

4. **Duties and Responsibilities**

4.1. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to individuals on an ongoing basis.

4.2. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.

4.3. The Contractor shall employ an administrator responsible for the day-to-day operations of services provided in this Agreement. The Contractor shall:

4.3.1. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and

4.3.2. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor, the staff position(s) to be delegated, and the authority and responsibility to act in the administrator's behalf when the administrator is absent.

4.4. The Contractor shall ensure the following documents are posted in a public area:

4.4.1. A copy of the Contractor's policies and procedures relative to the implementation of rights and responsibilities for individuals receiving services, including confidentiality per 42 CFR Part 2; and

4.4.2. The Contractor's plan for fire safety, evacuation, and emergencies, identifying the location of, and access to all fire exits.

4.5. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the Department.

4.6. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the Department, and all court orders.

4.7. The Contractor shall follow the required procedures for the care of the individuals, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007 for residential programs, if the Contractor accepts an individual who is known to have a disease reportable under NH Administrative Rule He-P 301, or an infectious disease.

4.8. The Contractor shall comply with state and federal regulations on confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12.

4.9. The Contractor shall develop policies and procedures regarding the release of information contained in individual service records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.

4.10. The Contractor shall ensure all records relating to services provided through this Agreement are legible, current, accurate, and available to the Department during an inspection or investigation.

4.11. The Contractor shall ensure service site(s) are accessible to individuals with a disability, using Americans with Disabilities Act (ADA) accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq. The Contractor shall ensure service sites include:

4.11.1. A reception area separate from living and treatment areas;

4.11.2. A private space for personal consultation, charting, treatment and social activities, as applicable;

4.11.3. Secure storage of active and closed confidential individual records; and

4.11.4. Separate and secure storage of toxic substances.

4.12. The Contractor shall establish a code of ethics for staff that includes a mechanism for reporting unethical conduct.

4.13. The Contractor shall develop, implement, and maintain specific policies, including:

4.13.1. Rights, grievance, and appeals policies and procedures for individuals receiving services;

4.13.2. Progressive discipline, leading to administrative discharge;

4.13.3. Reporting and appealing staff grievances;

4.13.4. Alcohol and other drug use while in treatment;

4.13.5. Individual and employee smoking that are in compliance with Exhibit B, Section 3.16;

4.13.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;

4.13.7. Holding an individual's possessions;

4.13.8. Secure storage of staff medications;

4.13.9. Medication belonging to individuals receiving services;

4.13.10. Urine specimen collection, as applicable, that:

4.13.10.1. Ensures collection is conducted in a manner that preserves individual privacy as much as possible; and

4.13.10.2. Minimizes falsification;

4.13.11. Safety and emergency procedures on:

4.13.11.1. Medical emergencies;

4.13.11.2. Infection control and universal precautions, including the use of protective clothing and devices;

4.13.11.3. Reporting injuries;

4.13.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures; and

4.13.11.5. Emergency closings.

4.13.12. The Contractor shall develop, implement and maintain procedures for:

4.13.12.1. Protection of individual records that govern use of records, storage, removal, conditions for release of information, and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and

4.13.12.2. Quality assurance and improvement.

5. Collection of Fees.

5.1. The Contractor shall maintain procedures regarding collections from individual fees, co-insurance payments, cost-shares, private or public insurance, and other payers responsible for the individual's finances; and

5.2. The Contractor shall provide the individual, and the individual's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge at the time of screening and admission,

6. Screening and Denial of Services

6.1. The Contractor shall maintain a record of all individual screenings, including:

6.1.1. The individual's name and/or unique identifier;

6.1.2. The individual's referral source;

6.1.3. The date of initial contact from the individual or referring agency;

6.1.4. The date of screening; and

6.1.5. The result of the screening, including the reason for denial of services if applicable;

6.2. The Contractor shall record all referrals to and coordination with the Doorway and interim services or the reason that the referral was not made; for any individual who is placed on a waitlist. The Contractor shall:

6.2.1. Record all contact with the individual between screening and removal from the waitlist; and

6.2.2. Record the date the individual was removed from the waitlist and the reason for removal.

6.3. In the instance an individual requesting services is denied service(s), the Contractor shall:

6.3.1. Inform the individual of the reason for denial of service(s); and

6.3.2. Assist the individual in identifying and accessing appropriate available treatment.

6.4. The Contractor shall not deny services to an individual solely because the individual:

6.4.1. Previously left treatment against the advice of staff;

6.4.2. Relapsed from an earlier treatment;

6.4.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or

6.4.4. Has been diagnosed with a mental health disorder.

6.5. The Contractor shall report on denial of services to individuals at the request of the Department.

7. **Staffing Requirements**

7.1. The Contractor shall develop current job descriptions for all staff, including contracted staff, volunteers, and student interns, which includes:

7.1.1. Job title;

7.1.2. Physical requirements of the position;

7.1.3. Education and experience requirements of the position;

7.1.4. Duties of the position;

7.1.5. Positions supervised; and

7.1.6. Title of immediate supervisor.

7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which includes, but is not limited to:

7.2.1. Requiring a prospective employees to sign a releases to allow the Contractor to conduct a criminal record check;

7.2.2. Requiring the administrator or designee to obtain and review criminal record checks from the New Hampshire Department of Safety for each prospective employee;

7.2.3. Ensuring criminal record check standards are reviewed to ensure the health, safety, or well-being of individuals, beyond which shall be reason for non-selection for employment, including the following:

7.2.3.1. Felony convictions in this or any other state;

7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and

7.2.3.3. Findings by the Department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and

7.2.4. Waiver of 7.2.3 above for good cause shown.

7.3. The Contractor shall ensure all staff, which includes contracted staff, meet the educational, experiential, and physical qualifications of the position as listed in their job description. The Contractor shall ensure staff:

7.3.1. Do not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;

7.3.2. Are licensed, registered or certified as required by state statute and as applicable;

7.3.3. Receive an orientation within the first three (3) days of work or prior to direct contact with individuals, which includes:

7.3.3.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;

7.3.3.2. The Contractor's policies on the rights, responsibilities, and complaint procedures for individuals receiving services;

7.3.3.3. Federal and state confidentiality requirements;

7.3.3.4. Grievance procedures;

7.3.3.5. Job duties, responsibilities, policies, procedures, and guidelines;

7.3.3.6. Topics covered by both the administrative and personnel manuals;

7.3.3.7. The Contractor's infection prevention program;

7.3.3.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of staff in an emergency; and

7.3.3.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and

7.3.4. Sign and date documentation that they have taken part in an orientation as described above;

7.3.5. Complete a mandatory annual in-service education, which includes a review of all elements described above.

7.4. The Contractor shall ensure, prior to having contact with individuals receiving services, that employees and contracted employees:

7.4.1. Submit proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:

7.4.1.1. The name of the examinee;

7.4.1.2. The date of the examination;

7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;

7.4.1.4. Results of a 2-step TB test, Mantoux method or other method approved by the Centers for Disease Control; and

7.4.1.5. The dated signature of the licensed health practitioner.

7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and

7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium TB through shared air space with persons with infectious TB.

7.5. The Contractor shall ensure employees, contracted employees, volunteers and independent Contractors who have direct contact with individuals who have a history of TB or a positive skin test have a symptomatology screen of a TB test.

7.6. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student intern, volunteer, and contracted staff, which includes, but is not limited to:

7.6.1. A completed application for employment or a resume.

7.6.2. Identification data.

7.6.3. The education and work experience of the employee.

7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:

7.6.4.1. Position title;

7.6.4.2. Qualifications and experience; and

7.6.4.3. Duties required by the position.

7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable.

7.6.6. A signed and dated record of orientation as required above.

7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable.

7.6.8. Records of screening for communicable diseases results required above.

7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary.

7.6.10. Documentation of annual in-service education as required above that includes date of completion and signature of staff.

7.6.11. Information as to the general content and length of all continuing education or educational programs attended;

7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the individual's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy;

7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that the individual:

7.6.13.1. Does not have a felony conviction in this or any other state;

7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect, or exploitation or pose a threat to the health, safety or well-being of an individual; and

7.6.13.3. Has not had a finding by the Department or any administrative agency in NH or any other state for assault, fraud, abuse, neglect or exploitation of any person; and

7.6.14. Documentation of the criminal records check and any waivers, as applicable.

7.7. An individual need not re-disclose any of the matters in the criminal background check if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.

8. **Clinical Supervision of Unlicensed Counselors**

8.1. The Contractor shall ensure all unlicensed counselors providing treatment, education and/or recovery support services; and all uncertified CRSWs, are under the direct supervision of a licensed supervisor.

8.2. The Contractor shall ensure no licensed supervisor supervises more than 12 unlicensed staff, unless the Department has approved an alternative supervision plan.

8.3. The Contractor shall ensure unlicensed counselors receive a minimum of one (1) hour of supervision for every 20 hours of direct contact with individuals receiving services;

8.4. The Contractor ensures supervision is provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;

8.5. The Contractor shall ensure supervision includes:

8.5.1. Review of case records;

8.5.2. Observation of interactions with individuals receiving services;

8.5.3. Skill development; and

8.5.4. Review of case management activities;

8.6. The Contractor shall ensure supervisors maintain a log of the supervision date, duration, content and who was supervised by whom; and

8.7. The Contractor shall ensure staff licensed or certified shall receive supervision in accordance with the requirement of their licensure.

9. Orientation for Individuals Receiving Services

9.1. The Contractor shall conduct an orientation for individuals receiving services upon admission to program, either individually or by group, that includes:

9.1.1. Rules, policies, and procedures of the program and facility;

9.1.2. Requirements for successfully completing the program;

9.1.3. The administrative discharge policy and the grounds for administrative discharge;

9.1.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements;

9.1.5. Requiring the individual to sign and date a receipt that the orientation was conducted.

10. Treatment Plans

10.1. The Contractor shall ensure a licensed counselor or an unlicensed counselor, under the supervision of a licensed counselor, develops and maintains a written treatment plan for each individual receiving services in accordance with

SAMHSA TAP 21: Addiction Counseling Competencies, which addresses all ASAM domains. The Contractor shall ensure the treatment plan:

10.1.1. Identifies the individual's clinical needs, treatment goals, and objectives.

10.1.2. Identifies the individual's strengths and resources for achieving goals and objectives above;

10.1.3. Defines the strategy for providing services to meet the individual's needs, goals, and objectives;

10.1.4. Identifies and documents referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;

10.1.5. Provides the criteria for terminating specific interventions;

10.1.6. Includes specification and description of the indicators to be used to assess the individual's progress;

10.1.7. Includes documentation of participation in the treatment planning process or the reason why the individual did not participate; and

10.1.8. Includes signatures of the individual and the counselor agreeing to the treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.

10.1.9. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB.

11. Group education and counseling

11.1. The Contractor shall maintain an outline of each educational and group therapy session provided.

12. Progress notes

12.1. The Contractor shall ensure progress notes are completed for each individual, group, or family treatment or education session.

12.2. The Contractor shall ensure progress notes include, but not limited to:

12.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;

12.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and

12.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session.

13. Discharge

13.1. The Contractor shall discharge an individual from a program for the following reasons:

13.1.1. Program completion or transfer based on changes in the individual's functioning relative to ASAM criteria;

13.1.2. Program termination, including:

13.1.2.1. Administrative discharge;

13.1.2.2. Non-compliance with the program;

13.1.2.3. The individual left the program before completion against advice of treatment staff; and

13.1.3. The individual is inaccessible, due to reasons that may include incarceration or hospitalization.

13.2. The Contractor shall ensure that counselors complete a narrative discharge summary in all cases of individual discharge. The Contractor shall ensure the discharge summary includes, but is not limited to:

13.2.1. The dates of admission and discharge.

13.2.2. The individual's psychosocial substance misuse history and legal history.

13.2.3. A summary of the individual's progress toward treatment goals in all ASAM domains.

13.2.4. The reason for discharge.

13.2.5. The individual's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment.

13.2.6. A summary of the individual's physical and mental health condition at the time of discharge.

13.2.7. A continuing care plan, including all ASAM domains.

13.2.8. A determination as to whether the individual would be eligible for re-admission to treatment, if applicable.

13.2.9. The dated signature of the counselor completing the summary.

13.3. The Contractor shall ensure the discharge summary is completed:

13.3.1. No later than seven (7) days following an individual's discharge from the program; or

13.3.2. For withdrawal management services, by the end of the next business day following an individual's discharge from the program.

13.4. The Contractor shall ensure, when transferring an individual from one level of care to another within the same certified Contractor agency or to another treatment provider, the counselor:

13.4.1. Completes a progress note on the client's treatment and progress towards treatment goals, to be included in the individual's record; and

13.4.2. Updates the individual evaluation and treatment plan.

13.5. The Contractor shall forward copies of the information to a receiving provider when discharging an individual to another treatment provider, upon receiving a signed release of confidential information from the individual. The Contractor shall ensure information includes:

13.5.1. The discharge summary;

13.5.2. Individual demographic information, including the individual's name, date of birth, address, telephone number, and the last four (4) digits of their Social Security number; and

13.5.3. A diagnostic assessment statement and other assessment information, including:

13.5.3.1. TB test results;

13.5.3.2. A record of the individual's treatment history; and

13.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.

13.6. The Contractor shall ensure the counselor meets with the individual at the time of discharge or transfer to establish a continuing care plan. The Contractor shall ensure the continuing care plan:

13.6.1. Includes recommendations for continuing care in all ASAM domains;

13.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and

13.6.3. Assists the individual in making contact with other agencies or services.

13.7. The Contractor shall ensure the counselor documents, in the individual's service record, if and why the meeting described above could not take place.

13.8. The Contractor shall ensure individuals receiving services through this Agreement are only administratively discharged for the following reasons:

13.8.1. The individual's behavior on program premises is abusive, violent, or illegal;

13.8.2. The individual is non-compliant with prescription medications;

13.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the individual's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or

13.8.4. The individual violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

14. **Individual Service Record System**

14.1. The Contractor shall implement a comprehensive system in paper and/or electronic format to maintain service records for each individual receiving services. The Contractor shall ensure service records are:

14.1.1. Organized into related sections with entries in chronological order;

14.1.2. Easy to read and understand;

14.1.3. Complete, containing all the parts;

14.1.4. In compliance with all applicable confidentiality laws, including 42 CFR Part 2 and Exhibit K;

14.1.5. Up-to-date, including notes of most recent contacts; and

14.1.6. Accessible to the Department upon request.

14.2. The Contractor shall ensure service records are organized as follows:

14.2.1. First section, Intake/Initial Information:

14.2.1.1. Identification data, including the individual's:

14.2.1.1.1. Name;

14.2.1.1.2. Date of birth;

14.2.1.1.3. Address;

14.2.1.1.4. Telephone number; and

14.2.1.1.5. The last four (4) digits of the individual's Social Security number;

14.2.1.2. The date of admission;

14.2.1.3. Name, address, and telephone number of the individual's:

14.2.1.3.1. Legal guardian;

14.2.1.3.2. Representative payee;

14.2.1.3.3. Emergency contact;

14.2.1.3.4. The person or entity referring the individual for services, as applicable;

14.2.1.3.5. Primary health care provider;

14.2.1.3.6. Behavioral health care provider, if applicable;

14.2.1.3.7. Public or private health insurance provider(s), or both;

14.2.1.4. The individual's religious preference, if any;

14.2.1.5. The individual's personal health history;

14.2.1.6. The individual's mental health history;

14.2.1.7. Current medications;

14.2.1.8. Records and reports prepared prior to the individual's current admission and determined by the counselor to be relevant; and

14.2.1.9. Signed receipt of notification of individual rights;

14.2.2. Second section, Screening/Assessment/Evaluation:

14.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit B.

14.2.3. Third section, Treatment Planning:

14.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Exhibit B and in this Exhibit B-1; and

14.2.3.2. Signed and dated progress notes and reports from all programs involved.

14.2.4. Fourth section, Discharge Planning:

14.2.4.1. A narrative discharge summary, as required in this Exhibit B-1.

14.2.5. Fifth section, Releases of Information/Miscellaneous:

14.2.5.1. Release of information forms compliant with 42 CFR, Part 2;

14.2.5.2. Any correspondence pertinent to the individual; and

14.2.5.3. Any other pertinent information the Contractor deemed significant.

14.3. If the Contractor utilizes a paper format record system, then the sections identified above shall be tabbed sections.

15. Medication Services

15.1. The Contractor shall ensure no administration of medications, including physician samples, occur except by a licensed medical practitioner working within their scope of practice.

15.2. The Contractor shall ensure all prescription medications brought by an individual to program are in their original containers and legibly display the following information:

15.2.1. The individual's name;

15.2.2. The medication name and strength;

15.2.3. The prescribed dose;

15.2.4. The route of administration;

15.2.5. The frequency of administration; and

15.2.6. The date ordered.

15.3. The Contractor shall ensure any change or discontinuation of prescription medications includes a written order from a licensed practitioner.

15.4. The Contractor shall ensure all prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the individual's person or stored in the individual's room, are stored as follows:

15.4.1. All medications are kept in a storage area that is:

15.4.1.1. Locked and accessible only to authorized personnel;

15.4.1.2. Organized to allow correct identification of each individual's medication(s);

15.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and

15.4.1.4. Equipped to maintain medication at the proper temperature;

15.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, are kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and

15.4.3. Topical liquids, ointments, patches, creams and powder forms of products are stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.

15.5. The Contractor shall ensure medication belonging to staff are only accessible to staff and are stored separately from medications belonging to individuals served.

15.6. The Contractor shall ensure over-the-counter (OTC) medications brought into the program by individuals receiving services are:

15.6.1. In original, unopened containers;

15.6.2. Are stored in accordance with this Exhibit B-1;

15.6.3. Are marked with the name of the individual using the medication; and

15.6.4. Are taken in accordance with the directions on the medication container or as ordered by a licensed practitioner.

15.7. The Contractor shall ensure all medications self-administered by an individual, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the individual without supervision, are supervised by the program staff. The Contractor shall ensure staff:

15.7.1. Remind the individual to take the correct dose of their medication at the correct time;

15.7.2. May open the medication container but do not physically handle the medication itself in any manner; and

15.7.3. Remain with the individual to observe them taking the prescribed dose and type of medication;

15.7.4. Document each medication taken in an individual's medication log, which includes:

15.7.4.1. The medication name, strength, dose, frequency and route of administration;

15.7.4.2. The date and the time the medication was taken;

15.7.4.3. The signature or identifiable initials of the staff supervising the consumption of the medication by the individual receiving services; and

15.7.4.4. The reason for any medication refused or omitted, as applicable.

15.8. The Contractor shall ensure the individual's medication log is included in the individual's record and any remaining medication is taken with the individual upon their discharge.

16. Notice of Rights for Individuals Receiving Services

16.1. The Contractor shall ensure programs inform individuals of their rights in clear, understandable language and form, both verbally and in writing. The Contractor shall ensure:

16.1.1. Applicants for services are informed of their rights to evaluations and access to treatment;

16.1.2. Individuals are advised of their rights upon entry into any program and annually thereafter; and

16.1.3. Initial and annual notifications of individual rights are documented in the individual's record.

16.2. The Contractor shall ensure every program within the service delivery system posts notice of the rights, as follows:

16.2.1. The notice is continually posted in an area accessible by all;

16.2.2. The notice is presented in clear, understandable language and form; and

16.2.3. Each program and residence has, on the premises, complete copies of rules pertaining to individual rights that are available for individual review.

17. Fundamental Rights of Individuals Receiving Services

17.1. The Contractor shall ensure no individual receiving treatment for a substance use disorder is deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.

18. Personal Rights

18.1. The Contractor shall ensure individuals who are applicants for services or receiving services are treated by program staff with dignity and respect at all times.

18.2. The Contractor shall ensure individuals are free from abuse, neglect and exploitation which may include, but is not limited to:

18.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;

18.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the individual or others; and

18.2.3. Freedom from personal or financial exploitation.

18.3. The Contractor shall ensure individuals receiving services retain the right to privacy.

19. Client Confidentiality

19.1. The Contractor shall comply with the confidentiality requirements in 42 CFR part 2.

19.2. The Contractor shall ensure copies of individual service records for the individual, attorney or other authorized person are available at no charge for the first 25 pages and not more than $0.25 per page thereafter, after review of the record.

19.3. The Contractor shall ensure, if a minor age 12 or older is treated for substance use disorders without parental consent as authorized by RSA 318:B12-a:

19.3.1. The minor's signature alone authorizes a disclosure; and

19.3.2. Any disclosure to the minor's parents or guardians requires a signed authorization to release.

20. Grievances of Individuals Receiving Services

20.1. The Contractor shall ensure individuals receiving services have the right to complain about any matter, including any alleged violation of a right afforded by this Exhibit B-1 or by any state or federal law or rule.

20.2. The Contractor shall ensure any person has the right to complain or bring a grievance on behalf of an individual or a group of individuals.

21. Treatment Rights

21.1. The Contractor shall ensure individuals receiving services have the right to adequate and humane treatment, including:

21.1.1. The right of access to treatment including:

21.1.1.1. The right to evaluation to determine an individual's need for services and to determine which programs are most suited to provide the services needed; and

21.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and

21.1.2. The right to quality treatment including:

21.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the individuals and programs providing the treatment and to the conditions for which the individual is being treated;

21.1.3. The right to receive services in such a manner as to promote the individual's full participation in the community;

21.1.4. The right to receive all services or treatment to which an individual is entitled in accordance with the time frame set forth in the individual's treatment plan;

21.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with this Exhibit B-1 which addresses the individual's own goals;

21.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the individual to participate in meaningful activities in the communities in which the individual lives and works;

21.1.7. The right to services and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:

21.1.7.1. Freedom of movement; and

21.1.7.2. Participation in the community, while providing the level of support needed by the individual;

21.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:

21.1.8.1. Whenever possible, the consent shall be given in writing; and

21.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;

21.1.9. The right to refuse to participate in any form of experimental treatment or research;

21.1.10. The right to be fully informed of one's own diagnosis and prognosis;

21.1.11. The right to voluntary placement including the right to:

21.1.11.1. Seek changes in placement, services or treatment at any time; and

21.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;

21.1.12. The right to services which promote independence including services directed toward:

21.1.12.1. Eliminating, or reducing as much as possible, the individual's needs for continued services and treatment; and

21.1.12.2. Promoting the ability of the individuals to function at their highest capacity and as independently as possible;

21.1.13. The right to refuse medication and treatment;

21.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;

21.1.15. The right to consultation and second opinion including:

21.1.15.1. At the individual's own expense, the consultative services of:

21.1.15.1.1. Private physicians;

21.1.15.1.2. Psychologists;

21.1.15.1.3. Licensed drug and alcohol counselors; and

21.1.15.1.4. Other health practitioners; and

21.1.15.2. Granting to such health practitioners reasonable access to the individual, as required by Section 19.1.15, in programs and allowing such practitioners to make

recommendations to programs regarding the services and treatment provided by the programs;

21.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring an individual's participation and informed decision-making:

21.1.16.1. Guardian;

21.1.16.2. Representative;

21.1.16.3. Attorney;

21.1.16.4. Family member;

21.1.16.5. Advocate; or

21.1.16.6. Consultant; and

21.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical, or pharmacological restraint, unless the individual is at risk of self-harm or harm to others.

21.2. The Contractor shall ensure no treatment professional is required to administer treatment contrary to such professional's clinical judgment.

21.3. The Contractor shall ensure programs maximize the decision-making authority of the individual.

21.4. The Contractor shall ensure the following provisions apply to individuals for whom a guardian has been appointed by a court:

21.4.1. The guardian and all individuals involved in the provision of services are made aware of the individual's views, preferences and aspirations;

21.4.2. A guardian only makes decisions that are within the scope of the powers set forth in the guardianship order issued by the court;

21.4.3. The program requests a copy of the guardianship order from the guardian;

21.4.4. The order is kept in the individual's record at the program;

21.4.5. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the individual's choice and preference relative to those issues prevail unless the guardian's authority is expanded by the court to include those issues;

21.4.6. A program takes steps that are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:

21.4.6.1. Reviewing with the guardian the limits on their decision-making authority; and

21.4.6.2. Bringing the matter to the attention of the court that appointed the guardian, if necessary;

21.4.7. The guardian acts in a manner that furthers the best interests of the individual;

21.4.8. In acting in the best interests of the individual, the guardian takes the views, preferences, and aspirations of the individual into consideration;

21.4.9. The program takes steps that are necessary to prevent a guardian from acting in a manner that does not further the best interests of the individual and, if necessary, brings the matter to the attention of the court that appointed the guardian; and

21.4.10. In the event that there is a dispute between the program and the guardian, the program informs the guardian of their right to bring the dispute to the attention of the court that appointed the guardian.

22. Termination of Services

22.1. The Contractor shall terminate an individual from services if the individual:

22.1.1. Endangers or threatens to endanger other individuals or staff, or engages in illegal activity on the property of the program;

22.1.2. Is no longer benefiting from the service(s) provided;

22.1.3. Cannot agree with the Contractor on a mutually acceptable course of treatment;

22.1.4. Refuses to pay for the services received despite having the financial resources to do so; or

22.1.5. Refuses to apply for benefits that could cover the cost of the services received despite the fact that the individual is or may be eligible for benefits.

22.2. The Contractor shall ensure termination does not occur unless the program has given both written and verbal notice to the individual and individual's guardian, if any, that:

22.2.1. Identifies the effective date of termination;

22.2.2. Lists the clinical or management reasons for termination; and

22.2.3. Explains the rights to appeal and the appeal process.

22.3. The Contractor shall document in the service record of an individual who has been terminated that:

22.3.1. The individual has been notified of the termination; and

22.3.2. The termination has been approved by the program administrator.

23. Rights for Individuals Receiving Residential Programs

23.1. The Contractor shall ensure individuals of residential programs retain the following rights:

23.1.1. The right to a safe, sanitary, and humane living environment;

23.1.2. The right to privately communicate with others, including:

23.1.2.1. The right to send and receive unopened and uncensored correspondence;

23.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive a reasonable number of telephone calls, except that residential programs may require an individual to reimburse them for the cost of any calls made by the individual; and

23.1.2.3. The right to receive and to refuse to receive visitors, except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services;

23.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for individuals to engage in such activities;

23.1.4. The right to privacy, including the following:

23.1.4.1. The right to courtesies that include, but are not limited to, knocking on closed doors before entering and ensuring privacy for telephone calls and visits;

23.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and

23.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;

23.1.5. The right to individual choice, including the following:

23.1.5.1. The right to keep and wear their own clothes;

23.1.5.2. The right to space for personal possessions;

23.1.5.3. The right to keep and to read materials of their own choosing;

23.1.5.4. The right to keep and spend their own money; and

23.1.5.5. The right not to perform work for the Contractor and to be compensated for any work performed, except that:

23.1.5.5.1. Individuals may be required to perform personal housekeeping tasks within the individual's own

immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and

23.1.5.5.2. Individuals may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the individual is compensated for work performed; and

23.1.5.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.

23.2. The Contractor shall ensure policies governing individual behavior within a residence are developed, implemented, and available to the Department as requested. The Contractor shall ensure:

23.2.1. Individuals are informed of any house policies upon admission to the residence.

23.2.2. House policies are posted and such policies shall conform with this section.

23.2.3. House policies are periodically reviewed for compliance with this section in connection with quality assurance site visits.

23.2.4. Notwithstanding Section 23.1.4.3 above, development of policies and procedures allowing searches for alcohol and illicit drugs to be conducted:

23.2.4.1. Upon the individual's admission to the program; and

23.2.4.2. If probable cause exists, including such proof as:

23.2.4.2.1. A positive test showing presence of alcohol or illegal drugs; or

23.2.4.2.2. Showing physical signs of intoxication or withdrawal.

24. State and Federal Requirements

24.1. If there is any error, omission, or conflict in the requirements listed below, the applicable federal, state, and local regulations, rules and requirements shall take precedence. The requirements specified below are provided herein to increase the Contractor's compliance.

24.2. The Contractor agrees to the following state and/or federal requirements for specialty treatment for pregnant and parenting women:

24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.2. The program provides or arranges for primary medical care for women who are receiving substance use disorder services, including prenatal care.

24.2.3. The program provides or arranges for childcare with the women are receiving services.

24.2.4. The program provides or arranges for primary pediatric care for the women's children, including immunizations.

24.2.5. The program provides or arranges for gender-specific substance use disorder treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, neglect, and parenting.

24.2.6. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.

24.2.7. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.

24.3. The Contractor shall assist the individual in finding and engaging in a service, which may include, but is not limited to, helping the individual locate an appropriate provider, referring individuals to the needed service provider, setting up appointments for individuals with those providers, and assisting the individual with attending appointments with the service provider(s).

24.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:

24.4.1. Within seven (7) days of reaching 90% of capacity, the program notifies the Department that 90% capacity has been reached.

24.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug use not later than:

24.4.2.1. 14 days after making the request; or

24.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance use disorder treatment program.

24.4.3. The program has established a waitlist that includes a unique patient identifier for each injecting drug user seeking treatment, including individuals receiving interim services while awaiting admission.

24.4.4. The program has a mechanism that enables it to:

24.4.4.1. Maintain contact with individuals awaiting admission;

24.4.4.2. Admit or transfer waiting list individuals at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the individual; and

24.4.4.3. The program takes individuals awaiting treatment off the waiting list only when one of the following conditions exist:

24.4.4.3.1. Individuals cannot be located for admission into treatment or

24.4.4.3.2. Individuals refuse treatment

24.4.5. The program includes activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.

24.4.6. The program has procedures for:

24.4.6.1. Selecting, training, and supervising outreach workers.

24.4.6.2. Contacting, communicating, and following up with individuals at high-risk of substance misuse, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.

24.4.6.3. Promoting awareness among people who inject drugs about the relationship between injection drug use and communicable diseases.

24.4.6.4. Recommending steps that can be taken to ensure communicable diseases do not occur.

24.4.7. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance use disorder services, except in cases when each of the following conditions is met:

24.4.7.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.

24.4.7.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.

24.4.7.3. A physician makes a determination that the following conditions have been met:

24.4.7.3.1. The primary diagnosis of the individual is substance use disorder and the physician certifies that fact.

24.4.7.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.

24.4.7.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.

24.4.7.3.4. The hospital-based substance use disorder program follows national standards of substance use disorder professional practice.

24.4.7.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)

24.4.8. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.

24.4.9. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.

24.4.10. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.

24.4.11. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.

24.4.12. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.

24.4.13. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.

24.4.14. The program uses the SAPT Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:

24.4.14.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program; and

24.4.14.2. Secure payments from individuals for services in accordance with their ability to pay.

24.4.15. The Contractor shall comply with all relevant state and federal laws such as but not limited to:

24.4.15.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale in Exhibit C shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.

24.4.15.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT C – Amendment #1

Payment Terms

1. This Agreement is funded by:
   1.1. 22.48%, federal funds from the Substance Abuse Prevention and Treatment Block Grant, as awarded October 1, 2020 and October 1, 2021, by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, CFDA 93.959 FAIN TI083464.
   1.2. 49.86%, federal funds from the State Opioid Response Grant, as awarded September 30, 2021, by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, CFDA # 93.788, FAIN TI083326, which are only ***effective from the contract effective date through September 29, 2022***.
   1.3. 11.58% General funds.
   1.4. 16.08% Other funds (Governors Commission).
2. For the purposes of this Agreement:
   2.1. The Department has identified the Contractor as a SUBRECIPIENT, in accordance with 2 CFR 200.331.
   2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
   2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
3. 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 item, as specified in Exhibits C-1, SUD Treatment Services Budget through Exhibit C-9, Residential Services Budget.
   3.1. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
   3.2. Ensure approval for Exhibits C-1, SUD Treatment Services Budget through Exhibit C-9, Residential Budget is received from the Department prior to submitting invoices for payment.
   3.3. Request payment for actual expenditures incurred in the fulfillment of this Agreement, and in accordance with the Department-approved budgets.
4. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days from the contract Effective Date,

which shall be incorporated by reference and retained by the Department. The Contractor shall submit budgets as follows:

4.1. One (1) budget for each tiered service that specifies expenses for the period from October 1, 2021 through June 30, 2022, as follows:

4.1.1. Exhibit C-1, SUD Treatment Services Budget

4.1.2. Exhibit C-2, Integrated MAT Budget

4.1.3. Exhibit C-3, Residential Services Budget

5. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2022, which shall be retained by the Department. The Contractor shall submit budgets as follows:

5.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2022 through June 30 2023, as follows:

5.1.1. Exhibit C-4, SUD Treatment Services Budget

5.1.2. Exhibit C-5, Integrated MAT Budget

5.1.3. Exhibit C-6, Residential Services Budget

6. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2023, which shall be retained by the Department. The Contractor shall submit budgets as follows:

6.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2023 through September 29, 2023, as follows:

6.1.1. Exhibit C-7, SUD Treatment Services Budget

6.1.2. Exhibit C-8, Integrated Budget

6.1.3. Exhibit C-9, Residential Services Budget

7. The Contractor shall bill and seek reimbursement for services provided to individuals as follows:

7.1. For individuals enrolled through the Department's Medicaid or Medicare Fee for Service program in accordance with the current, publically posted Fee for Service (FFS) schedule.

7.2. 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.

7.3. For individuals whose private insurer will not remit payment for the full amount, the Contractor shall bill the individual based on the sliding fee scale below.

Percentage of Individual's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit C-1, to Charge the Individual
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

7.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in approved budgets for which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor shall directly bill the Department to access funds in this Agreement.

7.5. Invoices for individuals without health insurance or other coverage for the services they receive, and for operational costs must include general ledger detail indicating the invoice is only for net expenses.

7.6. Services provided to incarcerated individuals will be reimbursable only with General Funds and Governor Commission Funds for actual costs incurred, and payable upon Department approval.

8. Additional Billing/Reporting Requirements

8.1. The Contractor shall maintain documentation that includes, but is not limited to:

8.1.1. Medicaid and/or Medicare ID of the individual receiving services.

8.1.2. WITS ID of the individual receiving services, if applicable.

8.1.3. Date range of stay per individual for which expenses apply.

8.1.4. Level of Care for which the individual received services for the date range identified in 8.1.3.

8.2. The Contractor shall ensure individuals receiving services rendered from SOR funds have a documented history or current diagnoses of Opioid Use Disorder (OUD) or Stimulant Use Disorders.

8.3. The Contractor shall coordinate ongoing care for all individuals with documented history or current diagnoses of OUD or Stimulant Use

Disorder, receiving services rendered from SOR funds, with Doorways in accordance with 42 CFR Part 2.

9. Non-Reimbursement for Services

9.1. The Department shall not reimburse the Contractor for services provided through this contract when an individual has or may have an alternative payer for services described in the Exhibit B, Scope of Work, including, but not limited to:

9.1.1. Services covered by any Medicaid programs for individuals who are eligible for Medicaid.

9.1.2. Services covered by Medicare for individuals who are eligible for Medicare.

9.2. Notwithstanding Section 9.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when an individual needs a service that is not covered by the payers listed in Section 9.1.

9.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.

9.4. Notwithstanding Section 9.1 above, when payment of the deductible or copay, as determined by the WITS fee determination model described in Exhibit B, Scope of Work, Section 3.4, Eligibility and Intake, would constitute a financial hardship for the individual, the Contractor shall seek reimbursement from the State for the deductible based on the sliding fee scale, not to exceed $4,000 per individual, per treatment episode.

9.5. For the purposes of this section, financial hardship is defined as the individual's monthly household income being less than the deductible plus the federally-defined monthly cost of living (COL), and

9.5.1. If the individual owns a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	$3,119.90	$3,964.90	$4,252.10	$4,798.80	$4,643.90

9.5.2. If the individual does not own a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	$2,570.90	$3,415.90	$3,703.10	$4,249.80	$4,643.90

10. The Contractor shall submit an invoice and supporting backup documentation to the Department no later than the 15th working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall:
    10.1. Ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
    10.2. Ensure invoices are net any other revenue received towards the services billed in fulfillment of this Agreement.
    10.3. Ensure backup documentation includes, but is not limited to:
        10.3.1. General Ledger showing revenue and expenses for the contract.
        10.3.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
            10.3.2.1. Per 45 CFR Part 75.430(i)(1), charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
            10.3.2.2. Attestation and time tracking templates, which are available to the Department upon request.
        10.3.3. Receipts for expenses within the applicable state fiscal year.
        10.3.4. Cost center reports.
        10.3.5. Profit and loss reports.
        10.3.6. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.
        10.3.7. Information requested by the Department verifying allocation or offset based on third party revenue received.
        10.3.8. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.
11. The Contractor shall review and comply with further restrictions included in the Funding Opportunity Announcement (FOA).
12. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to invoicesforcontracts@dhhs.nh.gov, or invoices may be mailed to:

    Program Manager
    Department of Health and Human Services
    Bureau of Drug & Alcohol Services
    105 Pleasant Street
    Concord, NH 03301

13. The Contractor agrees that billing submitted for review 60 days after the last day of the billing month may be subject to non-payment.
14. The Department shall make payment to the Contractor within 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.
15. The final invoice shall be due to the Department no later than 40 days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
16. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
17. 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.
18. 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.
19. 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.
20. Audits
    - 20.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if **any** of the following conditions exist:
        - 20.1.1. 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.
        - 20.1.2. 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.
        - 20.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

20.2. 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.

20.3. 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.

20.4. 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.

20.5. 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.

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 the "Standards for Privacy and Security of Individually Identifiable Health Information," 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Part 1&2 of the "American Recovery and Reinvestment Act of 2009," 42 USC 17934, et sec., applicable to business associates, and also agrees to comply with the "Confidentiality of Substance use Disorder Patient Records," 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as applicable, and as these laws may be amended from time to time.

(1) Definitions.

a. "Business Associate" shall mean the Contractor and its agents that receive, use, transmit, 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.

b. The following terms have the same meaning as defined in HIPAA 45 CFR Parts 160, 162 and 164 and the HITECH Ac as they may be amended from time to time:

"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."

c. 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.

d. "Part 2 record," means any "Record" relating to a "Patient, and "Patient Identifying Information," as defined in 42 CFR Part 2.11 relating to substance use disorder Part 2 records.

e. "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 the Scope of Work of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall protect all 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.

Contractor Initials MB

Date 2/10/2022

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.

c. To the extent Business Associate is permitted under the Agreement and the BAA to disclose PHI to any third party or subcontractor, prior to making any such disclosure, the Business Associate must obtain a business associate agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in its business associate agreement with the third party or subcontractor.

d. The Business Associate shall not disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure the Business Associate agrees to refrain from disclosing the PHI, until such time as a court orders the disclosure. If applicable, in any judicial proceeding, the Business Associate shall resist any efforts to access any Part 2 records.

(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 and Part 2, as applicable.

b. The Business Associate shall immediately notify the Covered Entity at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that a known or suspected privacy or security incident or breach has occurred potentially exposing or compromising PHI. This includes inadvertent or accidental uses, disclosures, incidents or breaches of unsecured PHI.

c. In the event of a breach, the Business Associate shall comply with all applicable terms of this BAA, and the information security requirements addendum of the Agreement.

d. The Business Associate agrees to perform a risk assessment, based on the information available at the time, when it becomes aware of any known or suspected privacy or information security incident or breach as described above and communicate that assessment to the Covered Entity. The risk assessment shall include at a minimum, but not be limited to:

- The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

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- 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; and
- The extent to which the risk to the protected health information has been mitigated.

e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in writing to the Covered Entity as soon as practicable after the conclusion of the investigation.

f. 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.

g. As stated in 2.c. above, Business Associate shall require any subcontractor or 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 of the use and disclosure of PHI contained herein, and comply with the duty to return or destroy the PHI as provided under Section 3 (m). In addition, the Business Associate shall require all third party contractors or business associates of the Business Associate receiving PHI pursuant to the Agreement to agree to the Business Associates' rights of enforcement and indemnification from such third party or contractor for the purpose of use and disclosure of protected health information.

h. Within ten (10) 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 BAA and the Agreement.

i. 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.

j. 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.

k. 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.

l. 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

Contractor Initials DS MB

Date 2/10/2022

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.

m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within ten (10) 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.

n. 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.

- o If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI. A current version of the Covered Entity's Notice of Privacy Practices is attached to the end of this BAA. Any changes in the Covered Entities' website: https://www.dhhs.nh.gov/oos/hipaa/publications.htm

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 General Provisions (P-37 of the Agreement, the

DS MB

Contractor Initials _____

2/10/2022

Date _____

Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the BAA. 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, Laws, and Regulatory References. All terms and regulations used herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this BAA to a Section in HIPAA or 42 CFR Part 2, 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 BAA, from time to time as is necessary for Covered Entity and the Business Associate to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, 42 CFR Part 2, 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 and Business Associate to comply with HIPAA and 42 CFR Part 2.

e. Segregation. If any term or condition of this BAA 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 BAA I are declared severable.

f. Survival. Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Business Associate Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of BAA...

Contractor Initials DS MB

Date 2/10/2022

New Hampshire Department of Health and Human Services

Exhibit I – Amendment #1

IN WITNESS WHEREOF, the parties hereto have duly executed this BAA.

Department of Health and Human Services	Manchester Alcoholism Rehabilitation Center
The State	Name of the Contractor
DocuSigned by: Katja S. Fox ED9D05B04C03442...	Maureen Beauregard 6EE978E8DEC34EE...
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Maureen Beauregard
Name of Authorized Representative	Name of Authorized Representative
Director	President & CEO
Title of Authorized Representative	Title of Authorized Representative
2/10/2022	2/10/2022
Date	Date

Contractor Initials DS MB

Date 2/10/2022

New Hampshire of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

Exhibit L – Amendment #1

Sample

ASAM END USER LICENSE AGREEMENT

This End User License Agreement ("EULA") is made this _____ by the undersigned provider ("ELIGIBLE PROVIDER") with the American Society of Addiction Medicine ("LICENSOR") with offices at 11400 Rockville Pike Suite 200, Rockville, MD 20852 and <PUBLIC ENTITY NAME> ("LICENSEE") with offices at <PUBLIC ENTITY OFFICE LOCATION>. Capitalized terms not defined herein shall have the meanings as set forth in the Agreement.

WHEREAS, LICENSOR and LICENSEE entered into the Public Entity Permission Agreement ("Agreement") on [DATE];

WHEREAS, ELIGIBLE PROVIDER desires to be subject to a non-transferrable sub-licensee to use the WORK pursuant to the terms of the Agreement; and

WHEREAS, ELIGIBLE PROVIDER desires to be subject to the Agreement; and

NOW THEREFORE, in order to be legally bound, and for good and valuable consideration, which is hereby acknowledged, ELIGIBLE PROVIDER elects as follows:

1. ELIGIBLE PROVIDER hereby agrees to participate, comply and be bound by the terms of the Agreement. ELIGIBLE PROVIDER represents that it has reviewed the Agreement attached hereto which is made a part of and incorporated herein.

2. ELIGIBLE PROVIDER shall be permitted to describe, characterize, market, or otherwise communicate their compliance with the ASAM Criteria and delivery of specific ASAM Level(s) of Care to the extent the WORK is incorporated into state laws or policies that ELIGIBLE PROVIDER is subject to. Such communications may use plain-text versions of the ASAM trademark and The ASAM Criteria trademark, but shall not use any logo, seal, or graphic incorporating the ASAM or The ASAM Criteria trademark without separate, direct permission from ASAM. ELIGIBLE PROVIDER shall not be permitted to incorporate ASAM Criteria content in their other business operations, including digital technology and commercial training services, unless they have a separate, direct agreement with ASAM to license the ASAM Criteria.

3. ELIGIBLE PROVIDER agrees that LICENSOR retains the right to review and approve the ELIGIBLE PROVIDER's public communications described in paragraph 2 upon request, such approval not to be unreasonably withheld, and ELIGIBLE PROVIDER agrees to make such public communications only in the form approved by LICENSOR. ELIGIBLE PROVIDER agrees to provide to LICENSOR the means to access any

public communications described in paragraph 2 for the limited purpose of ensuring compliance with this Agreement. LICENSOR agrees to notify ELIGIBLE PROVIDER of any objections to its public communications within thirty (30) business days of LICENSOR's review. If LICENSOR does not approve the public communications subject to paragraph 2, ELIGIBLE PROVIDER may redesign and/or modify them and submit to further review by LICENSOR. In the event that LICENSOR has not approved the public communications within 180 days following the initial review, the LICENSOR may terminate this EULA.

4. LICENSOR shall have the right to immediately terminate this EULA only by providing written notice of such termination to ELIGIBLE PROVIDER in the event that ELIGIBLE PROVIDER fails to abide by any of the terms and conditions of this Agreement, in the event that ELIGIBLE PROVIDER's license, contract, or other arrangement with LICENSEE terminates or expires for any reason, or in the event that ELIGIBLE PROVIDER's continued use of the WORK or operation of the OPERATIONS is reasonably determined by LICENSOR to be materially detrimental to the interests of ASAM and its members. In the event of a termination of this Agreement for any reason, all rights with respect to the WORK shall automatically revert to LICENSOR. Termination of this EULA shall be without prejudice to any rights of either party at law or equity.

5. In the event of a conflict between the terms of any other agreements between LICENSEE agreement and ELIGIBLE PROVIDER and the Agreement, the terms of the Agreement shall control as to ELIGIBLE PROVIDER's, LICENSOR's, and LICENSEE's obligations under the Agreement.

The ELIGIBLE PROVIDER hereby accepts the terms contained herein by signing below.

ELIGIBLE PROVIDER

By: _____

Print Name: _____

Title: _____

Address: _____

Email address: _____

Telephone number: _____

National Provider Identifier: _____

Date: _____

DS MB

Contractor Initials _____

Date 2/10/2022

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State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MANCHESTER ALCOHOLISM REHABILITATION CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 19, 1980. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **61650**

Certificate Number: **0005334272**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2021.

William M. Gardner
Secretary of State

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CERTIFICATE OF AUTHORITY

I, ___Cynthia Ross_____, 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 __Easter Seals New Hampshire, Inc. and Manchester Alcoholism Rehabilitation ____.
(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 _February 9, 2022____, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Maureen Beauregard, President & CEO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Easter Seals New Hampshire, Inc. and Manchester Alcoholism Rehabilitation Center 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:_2/10/2022____

Cynthia Ross
Signature of Elected Officer
Name: Cynthia Ross
Title: Assistant Secretary

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/30/2021

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 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 Hays Companies Inc. 133 Federal Street, 4th Floor Boston MA 02110	CONTACT NAME: Courtney Mitchell PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: cmitchell@hayscompanies.com
INSURED Easter Seals New Hampshire,Inc 555 Auburn Street Manchester NH 03103	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: The North River Insurance Company 21105 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 22-23 WC **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below			406-738254-6	1/1/2022	1/1/2023	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Insured includes Manchester Alcoholism Rehabilitation Inc.. dba Farnum Center

CERTIFICATE HOLDER

Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James Hays/CEMITC

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Client#: 497072 EASTESEA7

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/26/2021

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	PHONE (A/C, No, Ext): 855 874-0123	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemnity Insurance Co.	18058
INSURED Easter Seals NH, Inc. 555 Auburn Street Manchester, NH 03103	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	PHPK2319126	09/01/2021	09/01/2022	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X	X	PHPK2319129	09/01/2021	09/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR	X	X	PHUB783186	09/01/2021	09/01/2022	EACH OCCURRENCE	$15,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$15,000,000
	DED X RETENTION $ $10K							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	EDP			PHPK2319126	09/01/2021	09/01/2022	$1,619,050 $500 Deductible Special Form Incl Theft	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Supplemental Names*:Easter Seals ME, Inc., Manchester Alcohol Rehabilitation Center, Inc., dba The Farnum Center, Easter Seals VT, Inc., & The Homemakers Health Services. The General Liability policy includes a Blanket Automatic Additional Insured Endorsement that provides Additional Insured and a Blanket Waiver of Subrogation status to the Certificate Holder, only when there is a written contract or written agreement between the named insured and the certificate holder that requires such status, and only with regard to the (See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
Contracts & Procurement DHHS, State of NH 129 Pleasant Street Concord, NH 03301	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 Sean Hoyt

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DESCRIPTIONS (Continued from Page 1)

above referenced on behalf of the named insured. The General Liability policy contains a special endorsement with "Primary and Non-Contributory" wording.

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Mission:

Easterseals provides exceptional services to ensure that all people with disabilities or special needs and their families have equal opportunities to live, learn, work and play in their communities.

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Easter Seals New Hampshire, Inc. and Subsidiaries

Single Audit Act Reports

Year Ended August 31, 2020

Baker Newman & Noyes LLC
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EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

SINGLE AUDIT ACT REPORTS

August 31, 2020

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Baker Newman & Noyes LLC
MAINE | MASSACHUSETTS | NEW HAMPSHIRE
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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

The Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH), which comprise the consolidated statement of financial position as of August 31, 2020, and the related consolidated statements of activities and changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated December 11, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered Easter Seals NH's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of Easter Seals NH's internal control. Accordingly, we do not express an opinion on the effectiveness of Easter Seals NH's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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The Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Easter Seals NH's consolidated financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Baker Newman & Noyes LLC
Manchester, New Hampshire
December 11, 2020

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INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM; REPORT ON INTERNAL CONTROL OVER COMPLIANCE; AND REPORT ON SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE

The Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

Report on Compliance for Each Major Federal Program

We have audited Easter Seals New Hampshire, Inc. and Subsidiaries' (Easter Seals NH) compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Compliance Supplement that could have a direct and material effect on each of Easter Seals NH's major federal programs for the year ended August 31, 2020. Easter Seals NH's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Easter Seals NH's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 of the U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Easter Seals NH's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Easter Seals NH's compliance.

Opinion on Each Major Federal Program

In our opinion, Easter Seals NH complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended August 31, 2020.

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The Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

Report on Internal Control Over Compliance

Management of Easter Seals NH is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Easter Seals NH's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Easter Seals NH's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the consolidated financial statements of Easter Seals NH as of and for the year ended August 31, 2020, and have issued our report thereon dated December 11, 2020, which contained an unmodified opinion on those consolidated financial statements. Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Baker Newman & Noyes LLC
Manchester, New Hampshire
December 11, 2020

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EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Year Ended August 31, 2020

Federal Grantor/Pass-Through Grantor/Program Title or Cluster Title	Federal CFDA Number	Pass-Through Entity Identifying Number	Total Federal Expenditures
U.S. Department of Agriculture:			
Passed through the New Hampshire Department of Education:			
Child Nutrition Cluster:			
School Breakfast Program	10.553	02-6000618	$ 9,130
National School Lunch Program	10.555	02-6000618	167,419
Total Child Nutrition Cluster			176,549
Child and Adult Care Food Program	10.558	02-6000618	181,676
Total U.S. Department of Agriculture			358,225
U.S. Department of Housing and Urban Development:			
Passed through the City of Manchester Community Improvement Program:			
Community Development Block Grants/ Entitlement Grants	14.218	02-6000517	30,000
Passed through the State of New Hampshire Department of Health and Human Services – Bureau of Homeless and Housing Services:			
Emergency Solutions Grant Program	14.231	02-6000618	72,547
Total U.S. Department of Housing and Urban Development			102,547
U.S. Department of Justice – Office on Violence Against Women:			
Passed through the City of Manchester Police Improving Criminal Justice Responses to Sexual Assault, Domestic Violence, Dating Violence and Stalking Grant Program:			
Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program	16.590	02-6000517	370
Total U.S. Department of Justice – Office Against Violence Against Women			370
U.S. Department of Labor:			
Homeless Veterans Reintegration Project	17.805	N/A	265,751
Total U.S. Department of Labor			265,751

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EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (CONTINUED)

Year Ended August 31, 2020

Federal Grantor/Pass-Through Grantor/Program Title or Cluster Title	Federal CFDA Number	Pass-Through Entity Identifying Number	Total Federal Expenditures
U.S. Department of the Treasury:			
Passed Through State of NH Governor's Office for Emergency Relief and Recovery (GOFERR):			
Coronavirus Relief Fund	21.019*	02-6000618	$ 12,813
Passed Through Swim With a Mission:			
Coronavirus Relief Fund	21.019*	81-4476050	46,676
Passed through the New Hampshire Department of Employment Security:			
Coronavirus Relief Fund	21.019*	02-6000618	1,779,150
Passed through Pathways of River Valley:			
Coronavirus Relief Fund	21.019*	23-7291410	43,350
Passed through Lakes Region Community Services:			
Coronavirus Relief Fund	21.019*	02-0329795	16,650
Passed through the Community Bridges:			
Coronavirus Relief Fund	21.019*	02-0368594	287,850
Passed through Monadnock Development Services:			
Coronavirus Relief Fund	21.019*	02-0369974	46,650
Passed through Gateways Community Services:			
Coronavirus Relief Fund	21.019*	02-0377315	117,750
Passed through Moore Center:			
Coronavirus Relief Fund	21.019*	02-0261136	113,850
Passed through One Sky Community Services:			
Coronavirus Relief Fund	21.019*	02-0368955	260,550
Passed through Community Partners:			
Coronavirus Relief Fund	21.019*	25-1918334	76,650
Passed through Community Crossroads:			
Coronavirus Relief Fund	21.019*	02-0347939	71,550
Total U.S. Department of the Treasury			2,873,489
U.S. National Endowment for the Arts:			
Passed through the New Hampshire State Council on the Arts:			
Promotion of the Arts Partnership Agreements	45.025	02-6000618	4,350
Total U.S. National Endowment for the Arts			4,350
U.S. Department of Veteran's Affairs:			
VA Homeless Providers Grant and Per Diem Program	64.024	N/A	73,183
Passed through University of Vermont & State Agriculture:			
VA Supportive Services for Veteran Families Program	64.033	03-0179440	225,755
Total U.S. Department of Veteran's Affairs			298,938

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EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (CONTINUED)

Year Ended August 31, 2020

Federal Grantor/Pass-Through Grantor/Program Title or Cluster Title	Federal CFDA Number	Pass-Through Entity Identifying Number	Total Federal Expenditures
U.S. Department of Education:			
Passed through the New Hampshire Department of Children, Youth and Families:			
Title I Grants to Local Educational Agencies	84.010	02-6000618	$ 102,875
Total U.S. Department of Education			102,875
U.S. Department of Health and Human Services:			
CCDF Cluster:			
Passed through the New Hampshire Department of Health and Human Services:			
Child Care Mandatory and Matching Funds of the Child Care and Development Fund	93.596*	02-6000618	705,020
Child Care and Development Block Grant	93.575*	02-6000618	278,381
Total CCDF Cluster			983,401
Alzheimer's Disease Program Initiative (ADPI)	93.470	N/A	229,102
Passed through the New Hampshire Bureau of Elderly and Adult Services:			
Special Programs for the Aging – Title III, Part B – Grants For Supportive Services and Senior Centers	93.044	02-6000618	84,810
Special Programs for the Aging, Title IV and Title II Discretionary Projects	93.048	02-6000618	43,502
National Family Caregiver Support, Title III, Part E	93.052	02-6000618	47,973
Medicare Enrollment Assistance Program	93.071	02-6000618	14,104
Affordable Care Act D Aging and Disability Resource Center	93.517	02-6000618	5,749
Social Services Block Grant	93.667	02-6000618	242,610
Medical Assistance Program	93.778	02-6000618	72,033
CMS Research, Demonstrations and Evaluations	93.779	02-6000618	49,842
Passed through Division for Children, Youth and Families, Juvenile Justice Services:			
Stephanie Tubbs Child Welfare Services Program	93.645	02-6000618	36,492
Passed through Manchester Community Health Center dba – Amoskeag Health:			
Substance Abuse and Mental Health Services – Projects of Regional and National Significance	93.243	02-0458174	10,049
Adoption Opportunities Grants: Title II of the Child Adoption Opportunities	93.652	02-0458174	11,884

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EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (CONTINUED)

Year Ended August 31, 2020

Federal Grantor/Pass-Through Grantor/Program Title or Cluster Title	Federal CFDA Number	Pass-Through Entity Identifying Number	Total Federal Expenditures
Passed through Catholic Medical Center:			
Medical Assistance Program	93.778	02-0315693	$ 83,505
Passed through the New Hampshire Division of Public Health Bureau of Community Services, Alcohol and Other Drug Treatment Section:			
Block Grants for Prevention and Treatment of Substance Abuse	93.959*	02-6000618	303,542
Opioid STR	93.788	02-6000618	1,010,565
Passed through Catholic Medical Center:			
Opioid STR	93.788	02-0315693	338,050
Passed through the New Hampshire Division of Community Based Services, Bureau of Community Based Military Programs:			
Temporary Assistance for Needy Families	93.558	02-6000618	97,611
Total U.S. Department of Health and Human Services			3,664,824
Total Federal Expenditures			$7,671,369

* Major Program

See notes to this schedule.

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EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Year Ended August 31, 2020

1. Basis of Presentation

The accompanying Schedule of Expenditures of Federal Awards (the Schedule) includes the federal award activity of Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH) under programs of the federal government for the year ended August 31, 2020. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Easter Seals NH, it is not intended to and does not present the financial position, changes in net assets, or cash flows of Easter Seals NH.

2. Summary of Significant Accounting Policies

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. The Schedule does not include matching amounts that Easter Seals NH expends in connection with its federal programs. The categorization of expenditures by program included in the Schedule of Expenditures of Federal Awards is based upon the Catalog of Federal Domestic Assistance (CFDA). Easter Seals NH has elected to use the 10 percent de minimis indirect cost rate as allowed under the Uniform Guidance.

Easter Seals NH affiliates that received federal awards that are included in the Schedule include Manchester Alcoholism Rehabilitation Center, Easter Seals Maine, Inc., and Easter Seals Vermont, Inc.

3. Subrecipients

No grant monies expended and reported within the Schedule were passed through to subrecipients.

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EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

Year Ended August 31, 2020

SECTION I – Summary of Audit Results

Financial Statements:

Type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP:	*Unmodified*		
Internal control over financial reporting:			
Material weakness(es) identified?	____ yes	X	no
Significant deficiency(ies) identified?	____ yes	X	none reported
Noncompliance material to financial statements noted?	____ yes	X	no

Federal Awards:

Internal control over major programs:			
Material weakness(es) identified?	____ yes	X	no
Significant deficiency(ies) identified?	____ yes	X	none reported
Type of auditors' report issued on compliance for major federal programs:	*Unmodified*		
Any audit findings disclosed that are required to be reported in accordance with Section 2 CFR 200.516(a)?	____ yes	X	no

Identification of Major Programs:

CFDA #	Name of Federal Program or Cluster
	U.S. Department of the Treasury:
	Passed Through State of NH Governor's Office for Emergency Relief and Recovery (GOFERR):
21.019	Coronavirus Relief Fund
	Passed through Swim With A Mission:
21.019	Coronavirus Relief Fund
	Passed through the New Hampshire Department of Employment Security:
21.019	Coronavirus Relief Fund
	Passed through Pathways of River Valley:
21.019	Coronavirus Relief Fund
	Passed through Lakes Region Community Services:
21.019	Coronavirus Relief Fund
	Passed through Community Bridges:
21.019	Coronavirus Relief Fund

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EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

Year Ended August 31, 2020

SECTION I – Summary of Audit Results

Identification of Major Programs (Continued):

CFDA #	Name of Federal Program or Cluster
	Passed through Monadnock Development Services:
21.019	Coronavirus Relief Fund
	Passed through Gateways Community Services:
21.019	Coronavirus Relief Fund
	Passed through Moore Center:
21.019	Coronavirus Relief Fund
	Passed through One Sky Community Services:
21.019	Coronavirus Relief Fund
	Passed through Community Partners:
21.019	Coronavirus Relief Fund
	Passed through Community Crossroads:
21.019	Coronavirus Relief Fund
	U.S. Department of Health and Human Services:
	CCDF Cluster:
	Passed through the New Hampshire Department of Health and Human Services:
93.596	Child Care: Mandatory and Matching Funds of the Child Care and Development Fund
93.575	Child Care and Development Block Grant
	Passed through the New Hampshire Division of Public Health Bureau of Community Services, Alcohol and Other Drug Treatment Section:
93.959	Block Grants for Prevention and Treatment of Substance Abuse

Dollar threshold used to distinguish between Type A and Type B programs: $750,000

Auditee qualified as low-risk auditee? X yes _____ no

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EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)

Year Ended August 31, 2020

SECTION II – Financial Statement Findings

Findings related to the financial statements which are required to be reported in accordance with *Government Auditing Standards*:

None

SECTION III – Federal Award Findings and Questioned Costs

Findings and questioned costs for federal awards which shall include findings as defined in Section 2 CFR 200.516(a):

None

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EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

Year Ended August 31, 2020

The prior year single audit disclosed no findings in the Schedule of Findings and Questioned Costs and no unrecorded or unresolved findings exist from the prior audit's Summary Schedule of Prior Audit Findings.

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2021 Easter Seals New Hampshire, Inc. Board of Directors

Chairman
Matthew Boucher
President
Airmar Technology Corp.

Past Chairman
Andrew MacWilliam
Partner
Pricewaterhouse Coopers LLP

Vice Chairman
Tom Sullivan
President
Sullivan Construction, Inc.

Vice Chairman
Charles S. Goodwin
Cogswell Benevolent Trust

Treasurer
Bryan Bouchard
CMA & Assistant Professor
Southern NH University

Assistant Treasurer
Charles Panasis
Director
Brady Sullivan Properties

Secretary
Mary Flowers
President
Flowers Communication

Trevor Arp
Senior VP, Comcast

Gregory Baxter, MD
President, Elliot Health System

Jim Bee, CIMA
Senior Vice President
Morgan Stanley

Tom Bullock
Chairman of the Board
Amoskeag Beverages

Rick Courtemanche
IBM (Ret)

Eddie Edwards
Eddie Edwards Consulting, LLC

Elizabeth Hitchcock
Partner
Orbit Group

William Lambrukos
Sr. VP Operations
Northeast Delta Dental

Lucy Lange
General Manager
Monadnock Radio Group

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2021 Easter Seals New Hampshire, Inc. Board of Directors

Bob Litterst
Fidelity Investments (Ret)
[redacted]

Sanjeev Srinivasan
VP, Corporate Dev & Strategy
Hypertherm
[redacted]

Tracey Pelton
Exec Dir, Business Dev & Mkting
PROCON LLC
[redacted]

Paul E. Voegelin, COO
Sheehan Phinney Bass + Green
[redacted]

Richard Rawlings
Mng.Prtnr (Ret)
Northwestern Mutual
[redacted]

Rob Wieczorek
President, Wieczorek Insurance
[redacted]

Linda Roth
Long Term Care (Ret)
[redacted]

General Counsel & Assistant Secretary (non-voting member)
Bradford Cook, Esq.
Sheehan Phinney
[redacted]

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MAUREEN ANN BEAUREGARD
President & CEO
Easterseals New Hampshire, Inc.

https://www.linkedin.com/in/maureen-beauregard-b637358/

EDUCATION:

B.S. University of New Hampshire

PROFESSIONAL EXPERIENCE:

2019 – Present

Easterseals New Hampshire, Inc., Manchester, NH
https://www.eastersealsnh.org/
President/CEO

1991 – 2019

Families in Transition – New Horizons, Manchester, NH
https://www.fitnh.org/
President (2018-2019)
President and Founder (1991-2017)

1987 – 1991

State of New Hampshire, Division for Children and Youth Services, Portsmouth, NH
https://www.dhhs.nh.gov/dcyf/
Child Protective Service Worker II

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Maureen Ann Beauregard

Professional Expertise

Visionary/Tenacious
Strategic Planning
Community Relationships
Organizational Capacity Building
Strong Financial Acumen
Entrepreneur/Builder
Experienced Communicator
Team Building & Leadership

Professional Experience

November 1991 – ~~Present~~ 2019 Families in Transition

January 2018 – ~~Present~~ 2019
President, Families in Transition – New Horizons Manchester NH

Key Accomplishments
- Merged Families in Transition with the State's largest shelter and food pantry.
- Successfully led board strategy for combined organization.
- Developed and led public awareness and acceptance of combined organization.
- Merger resulted in being the State's largest organization in the provision of shelter, housing, food and services for homeless families and individuals.

December 2017 – June 2018
Receiver of Serenity Place Manchester, NH

Key Accomplishments
- Successfully navigated complex negotiations with the dissolution and replacement of critical substance use disorder program with the NH Charitable Trust office.
- Brought together key political leaders, businesses and NH's not-for-profit sector.

November 1991 – December 2017
President & Founder Manchester, NH

Key Accomplishments:
- Began as a program providing housing and services to 5 women and their children.
- Currently, providing housing to 1,328 families and individuals and 138,000 meals annually.
- Developed housing and services programs in four geographic regions: Manchester, Concord, and Dover & Wolfeboro.
- Developed $38M in Assets and a $14M Annual Budget. Facilities developed with alternative financing structures that include varied layering structures resulting in affordability for the organization and those it serves.

Contact

[redacted]

Community Service

- NH Charitable Foundation –Member, Board of Directors, Current
- NH Interagency Council to End Homelessness – Past Chairperson, Board of Directors, 2015
- Leadership New Hampshire, 2010
- Housing Action New Hampshire – Past Council Member, 2009
- Greater Manchester Chamber of Commerce – Past Member, Board of Directors, 2009

Awards and Honors

- Greater Manchester Chamber of Commerce's Citizen of the Year, 2018
- Southern New Hampshire University, Loeffler Award, 2018
- University of New Hampshire, Granite State Award, 2018
- Business NH Magazine's Nonprofit of the Year, 2013

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- Personally Authored and awarded +$20M in HUD funding from 1995 – 2008.
- Developed 272 housing units and 199 shelter beds.
- Specialty Programs developed:
    1. Willows Substance Use Treatment Center – Outpatient and Intensive Outpatient services. Use of 3rd party insurance and state billing. Negotiations with State of NH.
    2. Two Transitional Living Programs; one for men and one for women. Use of 3rd party insurance and state billing. Negotiations with the State of NH.
    3. Recovery Housing - Safe housing for Moms with Children who are recovering from substance use disorder. Negotiated with State of NH.
    4. Open Doors – In-home substance use disorder services for parent(s) and therapeutic services for children.
    5. Connections to Recovery – 4 Geographic area outreach to homeless with substance use disorder. SAMSHA $1.5M.

- Acquired Organizations Include:
    1. Manchester Emergency Housing, 2012. Developed and expanded new family shelter that also includes a Resource Center in 2015.
    2. New Hampshire Coalition to End Homelessness, 2014. Elevated organization as a leader in advocacy, research and training on behalf of homeless families and individuals.

- Organization developed to assist Families in Transition – New Horizons with double bottom line of assisting with financial sustainability and deeper mission impact include:
    1. Housing Benefits, 2009. A not for profit organization and federally designated Community Housing Development Organization that is prioritized in receiving 10% of federal funds for housing related activities. Acts as the property management company and housing development arm of Families in Transition – New Horizons. Both the property management and developer fees assist with the organization's sustainability.

    2. OutFITters Thrift Store, 2003. An LLC entrepreneurial business venture that provides profits and management fees to provide unrestricted resources for Families in Transition's mission. Assists in the sustainability of the organization and is the entry point for in-kind donors who become volunteers and eventually provide financial support the organization through financial donations.

    3. Wilson Street Condo Association, 2018. Development of housing and commercial real estate, $3.9M. A project that houses a collaborative effort amongst four not-for profit organizations with a focus on a substance use disorder. Provides property management and developer fees to assist

- New Hampshire Business Review's, Outstanding Women in Business, 2011
- Key to The City of Manchester by Mayor Robert Baines, 2005
- National Association of Social Workers, Citizen of the Year, 2005
- NH Business Review's Business Excellence Award, 2004
- Walter J. Dunfey Award for Excellence in Management, Organizational Award, 2004
- NH Commission on the Status of Women – Women's Recognition Award, 2003
- New Hampshire Housing Finance Authority, Best Practices in Housing Development, 2003

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in organization's sustainability.

4. Antoinette Hill Condo Association, 2019. Purchase of housing units, $1.6M. Provides property management and developer fees to assist in organization's sustainability.

5. Hope House, 2018. With a majority of gifts from two individuals, developed and implemented first shelter for families in the lakes region. The facility includes a commercial rental component of cell antennae and business rental income utilized to assist with the organizations sustainability.

November 1987 – March 1991
Child Protective Service Worker II Portsmouth, NH
State of New Hampshire, Division for Children and Youth Services

Professional Expertise

Bachelor of Science University of New Hampshire, 1987

Masters of Arts Community Development Policy and Practice, University of New Hampshire, Student, 2019

References

Available Upon Request

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Elin Treanor
Concord, New Hampshire 03301

CAREER SUMMARY:

Leadership, management and teamwork involving all business related functions and administration. Major emphasis on providing high quality and cost effective services to customers.

SKILLS & EXPERIENCE:

- Accounting, financial reporting, budgeting, internal controls, auditing, cost reporting, variance analysis, accounts payable, purchasing and payroll
- Cash management, investments, borrowing, banking relationships
- Billing, receivables, collections, funding sources, third party reimbursement
- Insurances, contracts, grants, legal issues
- Policies and procedures development, problem solving
- Financial training and consultation
- Strategic and business planning
- Liaison with Board of Directors and Committees

WORK HISTORY:

1994 – Present	Easter Seals New Hampshire, Inc., Manchester, NH Senior Vice President & Chief Financial Officer Oversee fiscal management for 100 million-dollar budget size, multi-corporate, multi-state entity. Also, responsible for reception, maintenance, customer service functions.
1988 – 1994	Easter Seal Society of NH, Inc., Manchester, NH Vice President of Finance Responsible for finance functions and information systems agency wide. Instrumental in major financial turnaround from $600,000 deficit in 1988 to $100,000 surplus in 1989 and surpluses every year thereafter.
1984 – 1988	Easter Seal Society of NH, Inc., Manchester, NH Controller Promoted to position with added responsibilities of managing billing function and staff. Converted financial applications to integrated automated systems. Involved in corporate reorganizations to multiple entities and external corporate mergers and acquisitions.

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1982 – 1984	Easter Seal Society of NH, Inc., Manchester, NH Chief Accountant Promoted to supervisory position to manage accounting, payroll, payables, purchasing. Revised budget process, audit work, procedures and monitoring systems.
1981 – 1982	Easter Seal Society of NH, Inc., Manchester, NH Accountant Promoted to take charge of general ledger, reconciliations and financial reporting. Established chart of accounts, fund accounting system and internal controls.
1980 – 1981	Easter Seal Society of NH, Inc., Manchester, NH Internal Auditor Handled accounts payable, cash flow, grant billing and review of general ledger accounts.
1974 – 1980	Marshalls, Peabody, MA Senior Clerk Worked as cashier, customer service representative and bookkeeper, while attending college.

EDUCATION:

1989	New Hampshire College, Hooksett, NH Masters in Business Administration
1980	Bentley College, Waltham, MA Bachelor of Science, Accounting Major
1977	North Shore Community College, Beverly, MA Associates Degree, Accounting Major

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JOSEPH T. EMMONS

Easterseals NH ♦ 555 Auburn Street ♦ Manchester, NH 03103 ♦ (603) 621.3570 ♦ jtemmons@eastersealsnh.org

WORK EXPERIENCE

Easterseals NH

Sr. Vice President of Development Sept. 2017 - present

Manage day to day operations of Easterseals Development and Communications office (14 person staff in NH, ME and VT)

- Analyze information compiled by Development Coordinators and Managers regarding current donors and prospects to identify major gift prospects and extend the number of targeted prospects by making personal visits.
- Assist other staff and volunteers in developing strategy and contacts for those donors and prospects for which others may have a primary contact.
- Work with the Accounting Department to develop a comprehensive gift policy and procedure guideline.
- Work with Board to enhance relationships and create greater fundraising and outreach possibilities.
- Hiring and supervision of grant, development and events staff.
- Develop and manage budgets relating to special events and grants as well as oversee cash management at the events.
- Develop long-term strategies for cultivation of new donors.
- Assist in strategic departmental planning in conjunction with the Vice President of Development and the development staff.
- Plan, implement, promote and evaluate assigned public relations, events or activities and other fundraising vehicles conducted by and for the Agency.
- Manage all aspects of special events, including recruitment, retention, and logistics.
- Organize, coordinate and supervise volunteers at special events.
- Oversee database manager who is responsible for the creation and management of potential participants and companies for events and provide reports as required.
- Work with and coordinate the activities of the National and Regional Corporate Sponsors to maintain a friendly and cooperative relationship, acquaint them with Easterseals' programs and services and advise and assist them in their fundraising activities.

Senior Director of Development Nov. 2014 – Sept. 2017

Manage day-to-day operations of annual giving (4 staff members) and advancement services (6 staff members) for Saint Anselm College.

- Work with chapter members to enhance relationships and create greater fundraising and outreach possibilities.
- Develop and manage budgets relating to special events as well as oversee cash management at the events.
- Develop long term strategies for cultivation of new donors.
- Assist in strategic departmental planning in conjunction with the Vice President of Development and the development staff.
- Plan, implement, promote and evaluate assigned public relations, events or activities and other fundraising vehicles conducted by and for the Agency.
- Manage all aspects of special events, including recruitment, retention, logistics and new program development.
- Organize, coordinate and supervise volunteers at special events.
- Create and manage database of potential participants and companies for events and provide reports as required.

Saint Anselm College, Manchester, NH

Executive Director, Development and Advancement Services Oct. 2013 – Nov. 2014

Manage day to day operations of annual giving (4 staff members) and advancement services (6 staff members) for Saint Anselm College

- Supervision of annual giving, stewardship, research and advancement services teams in College Advancement
- Oversee and implement all direct mail, e-mail and social media communication – including content, segmentation, timing, etc. – resulting in a 3.7 million dollars raised in annual giving for fiscal year 2014
- Manage all gift entry and database coordination
- Supervise campaign communications and stewardship programs - developing a stewardship plan resulting in 95% of donors receiving donor stewardship packages
- Act as liaison between College Advancement and Athletics resulting in increased athletic participation and dollars raised each of the last 3 years
- Provide and report on fundraising financials to Trustees

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Director, Annual Giving December 2010 – October 2013

Manage $3 million annual giving program for Saint Anselm College

- Supervision of five person annual giving staff
- Engage and personally solicit annual fund gifts from 100 – 120 alumni yearly ranging from $1,000 to $10,000
- Established new reunion giving program and young alumni giving program
- Increased alumni participation from 17% in 2010 to 21% projected in 2013
- Create and implement annual appeal schedule and mailings

Associate Director, Annual Giving July 2009 – December 2010

Support, implement and enhance the Saint Anselm Fund

- Engage and personally solicit annual fund gifts from 100 – 120 alumni yearly
- Create annual fund marketing pieces and solicitation letters for fundraising purposes
- Manage and support Reunion Giving programs for 4-5 classes yearly
- Support Office of Alumni Relations at college programs and events

Assistant Director, Annual Giving/ Director, Saint Anselm Phone-a-thon June 2005 – June 2009

Support and enhance the Saint Anselm Fund as well as being responsible for all day-to-day activities of Saint Anselm College Phone-a-thon program

- Lead and facilitated Senior Class Gift Program, increasing student participation three consecutive years
- Manage and supervised staff of 60-65 students in requesting donations from all college alumni
- Implemented a new training program for all callers resulting in higher overall alumni participation
- Assisted the Manager of Advancement Services in creating a new database to streamline the input and updating of alumni records
- Increased dollars raised by the phone-a-thon from $95,000 to $170,000

Assistant Director, Alumni Relations September 2004 – June 2005

Work with Vice President of Alumni Relations in planning, implementation and follow-up on all college events

- Created and designed invitations and brochures for college alumni events
- Recruited and managed volunteers to work various college events including Reunion Weekend, Homecoming, and others
- Effectively responded to and communicated with alumni regarding general alumni inquiries

SnapDragon Associates, Bedford, NH

Recruiter April 2004 – September 2004

Worked with the President and Vice President of company in all day-to-day activities of the company

- Contacted possible clients (businesses) to provide recruiting services resulting in 2-3 new leads per week
- Searched for, contacted and interviewed top quality professionals for client positions

EDUCATION

Masters in Business Administration January 2008
Southern New Hampshire University, Manchester, NH

Bachelor of Arts in Business May 2004
Saint Anselm College, Manchester, NH

OTHER RELATED EXPERIENCE

Moore Center Services Development Board	Sept. 2010 – Sept. 2016
Diocesan School Board – New Hampshire	June 2014 – present
Goffstown Junior Baseball Board	January 2016 - present

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Tina M. Sharby, PHR
Easter Seals New Hampshire, Inc.
555 Auburn Street
Manchester, NH 03103

Human Resources Professional with multi-state experience working as a strategic partner in all aspects of Human Resources Management.

Areas of expertise include:

Strong analytical and organizational skills
Ability to manage multiple tasks simultaneously
Employment Law and Regulation Compliance
Strategic management, mergers and acquisitions
Problem solving and complaint resolution
Policy development and implementation
Compensation and benefits administration

PROFESSIONAL EXPERIENCE

Chief Human Resources Officer 2012-Present

Senior Vice President Human Resources
Easter Seals, NH, VT, NY, ME, RI, Harbor Schools & Farnum Center
1998- 2012

Reporting directly to the President with total human resources and administration. Responsible for employee relations, recruitment and retention, compensation, benefits, risk management, health and safety, staff development for over 2100 employees in a six state not-for- profit organization. Developed and implemented human resources policies to meet all organizational, state and federal requirements. Research and implemented an organizational wide benefits plan that is supportive of on-boarding and retention needs.

Developed and implemented a due diligence research and analysis system for assessing merger and acquisition opportunities. Partnered with senior staff team in preparation of strategic planning initiatives.

Member of the organizations Compliance Committee, Wellness Committee and Risk Management Committee. Attended various board meetings as part of the senior management team, and sit on the investment committee of the Board of Directors for Easter Seals NH, Inc.

Human Resources Director
Moore Center Services, Inc., Manchester, NH
1986-1998

Held progressively responsible positions in this not-for-profit organization of 450 employees. Responsible for the development and administration of all Human Resources

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activities. Implemented key regulatory compliance programs and developed innovative employee relations initiatives in a rapidly changing business environment. Lead the expansion of the Human Resources department from basic benefit administration to becoming a key advisor to the senior management.

Key responsibilities included benefit design, implementation and administration; workers compensation administration; wage and salary administration, new employee orientation and training; policy development and communication; retirement plan administration; budgetary development; and recruitment.

EDUCATION

Bachelor of Science Degree, Keene State College, 1986
Minor in Human Resources and Safety Management
MS Organizational Leadership, Southern NH University (in process)

ORGANIZATIONS

Manchester Area Human Resource Association
Diversity Chair 2010
Society for Human Resource Management
BIA Human Resources
Health Care & Workforce Development Committee 2009, 2010

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Annette Escalante, MSW, MLADC



Undergraduate Degree: Springfield College, BA — Major: Human Services
Graduate Degree: University of New Hampshire, MSW — Major: Social Work
Master Licensed Alcohol Drug Counselor (MLADC) #599 — State of New Hampshire
Languages: Bilingual/Bicultural English/Spanish (Verbal and Written)

Areas of Experience:

- Substance Abuse
- HIV/AIDS
- Domestic Violence/ Rape Crisis
- Outreach to Sex Workers
- Detoxification Programs
- Correctional Institutions
- Culturally Diverse Populations
- Federally Funded Programs
- Gender Specific Programming for Women

Skill Sets:

- Budget Development
- Grant Writing/Report Management
- Program Planning and Evaluation
- Regulatory Compliance
- Policy and Procedure Development
- Supervisory Experience
- Program Development
- Group, Family and Individual Counseling
- Community Networking
- Volunteer Coordination

Community Interest

Manchester Cultural Diversity Task Force	2004-2008
Latinos Unidos of NH Advisory Board	2005-2009
Friends of Recovery-NH	2009-2012
NH Providers Association-President	2009-2015
NH Alcohol & Drug Abuse Counselors Association	2012-2017
NH Board for Licensing Alcohol & Drug Abuse Counselors	2016-2018
NH Drug Overdose Fatality Review Committee	2016-2017
Executive Director of the Governor's Commission on Alcohol and Other Drugs	2017-current

10/17-current
NH Department of Health and Human Services
Bureau of Drug Alcohol Services
Director

- Direct Bureau activities and staff responsible for program planning, implementation and evaluation; policy and systems development and changes; and administrative, financial, business and personnel management.
- Direct the implementation, integration, and coordination of all Bureau programs and activities, initiatives, and contracted services, ensuring compliance with agency and federal requirements.
- Provide leadership in planning and promoting the operations and goals of the Department's substance use services, including strong communication skills and the ability to work effectively with the media.
- Provide subject matter expertise on substance use disorder and substance use services in various cross discipline initiatives.

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- Advise Division Director and Department leadership on substance use disorder and substance use services policy and programing.
- Testify before the state legislature, public and legislative hearings, and advisory and oversight committees to educate and promote understanding of Bureau programs, goals, and mandates; affect public policy decisions; and provide information as requested.
- Serve as Executive Director of the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment. Work with the Commission's chair to set goals and objectives and works collaboratively with the membership to ensure implementation of the goals and objectives, including oversight of the commission's funding.
- Serve on the DHHS Division of Behavioral Health Management Team to work collaboratively with other Team members in the integration of behavioral health services as well as promoting the full continuum of care.
- Participate in state, regional and national efforts to address substance use and misuse by NH residents.

7/09-10/17
Greater Nashua Council on Alcoholism/Keystone Hall
Nashua, NH
Vice President

- Responsible for the leadership, direction, and oversight of the agency.
- Develop and implement mission, goals and objectives of Keystone Hall programs.
- Enhance and/or develop, implement and enforce policies and procedures of the organization by way of systems that will improve the overall operation and effectiveness of the agency.
- Responsible for the full continuum of services including residential services, inpatient and outpatient services, federal and state grants.
- Establish, implement and monitor standards of care as defined by governing state and federal agencies including but not limited to licensing requirements.
- Coordinate and maximize services delivery within the program and across the agency.
- Insure timely submission of all required reports under all contract and grants.
- Establish and achieve programmatic financial goals and objectives for all programs.
- Recruit, hire and evaluate direct report positions.
- Identify and develop opportunities for program growth and development.
- Attend meetings and maintain funding and relationships with community partners.
- Maintain a high level of professional and ethical standards.
- Any and all other duties as assigned by the CEO.

11/2007-7/09
New Hampshire Department of Corrections
Concord, NH
Administrator of Women Offenders and Family Services (Promotion)

- Responsible for programming and services for women offenders in the state adult correctional system including probation, parole, and state correctional facilities.
- Established and implemented a Co-Occurring program (PTSD and Substance Abuse) for female offenders at the New Hampshire State Prison for Women.
- Establishing goals and objectives for state correctional systems within the framework of the department's philosophy, including planning, organizing, implementing, directing and monitoring state gender-responsive programs and services, as well as developing policies, procedures, and standards for the provision of such programs and services.
- Write standards for, execute, and monitor all non-clinical contracts with service providers who work exclusively with women offenders.

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- Review and provide feedback on an ongoing basis on all clinical contracts and services for women offenders regarding consistency with contract language and gender-responsive principles.
- Establish and coordinate partnerships and maintain working relationships within the department of health and human services, with other government agencies, with communities, and with community-based organizations, volunteers, advocacy groups, the academic community, and other external stakeholders.
- Developed and implemented a Trauma Training for the New Hampshire Department of Corrections Academy and the New Hampshire Police Academy.
- Provide technical assistance to the women's facility warden and field managers regarding issues related to women offenders and gender-responsive programs, services, and practices.
- Provide input regarding necessary data collection and evaluation to measure effective programming and supervision of women offenders.
- Consult with and provide input with other directors regarding appropriate levels of staffing in both the field and institutions responsible for the management of women offenders.
- Confer with and make recommendations to the commissioner regarding women offender supervision and services, oversee the planning, development, and implementation of training guidelines for staff working with women offenders, and recommend changes in duties assigned to casework and security staff who work with women offenders.
- Act as a resource in cases of staff sexual misconduct involving women offenders and provide input into personnel actions for addressing misconduct involving staff who work with women offenders and misconduct involving women offenders.
- Prepare budget recommendations regarding women offenders' program services consistent with the departmental budget cycle. Engage in budget formation, grant applications, and resource allocation activities related to women offenders as assigned.
- Supervision of staff working with female offenders.
- Act as liaison to the interagency coordinating council for women offenders and the department of corrections.

2008 to 2012: **Adjunct Professor** Springfield College
In this per diem position, my responsibilities include:

- Teaching graduate and undergraduate courses.
- Courses include Family Therapy, Cultural Diversity, Addiction Studies, Addiction and Social Policy, Mental Health Practicum, Grant Writing and Career Development.

2012-present: **Adjunct Professor** University of New Hampshire
In this per diem position, my responsibilities include:

- Teaching Social Welfare Policy courses in the social work department.

2016-2017: **Adjunct Professor** Manchester Community College
In this per diem position, my responsibilities include:

- Teaching under graduate courses in the psychology department.

2018-present: **Adjunct Professor** Granite State College
In this per diem position, my responsibilities include:

- Teaching online undergraduate courses.
- Courses include Introduction to Psychology

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9/2005-11/2007
New Hampshire Department of Corrections
Goffstown, NH
Correctional Counselor/Case Manager-Changed to Program Coordinator

- Provided clinical services to inmates with substance abuse disorders.
- Group and individual counseling pertaining to substance abuse and mental health disorders.
- Provided case management services.
- Counseled inmates on various personal issues regarding their transition and continued adjustment into the community and within the corrections system.
- Provide crisis counseling and conflict resolution.
- Offered educational lectures on a series of different topics for inmates.
- Coordinated individual service plans, pre-release plans and assessments for treatment to be utilized by the Probation/Parole Officers
- Provided translation services for Spanish speaking inmates and staff members.

5/2004-9/2005
City of Manchester/Office of Youth Services
Manchester, NH
Social Worker/Youth Counselor

- Provided crisis counseling to juvenile offenders and their families in the Manchester area.
- Directed youth toward productive behavior away from delinquency.
- Provided Group, individual counseling and family therapy. (Motivational Interviewing and Cognitive Behavioral Therapy).
- Substance Abuse individual counseling.
- Perform CHINS petitions.
- Admission/discharge planning and community networking working with diverse services within the community.
- Provide a four-session self-assessment of the use and misuse of alcohol/drug (court mandated for those clients under 21 yrs of age).
  Provided translation for Spanish speaking clients.

6/2000-5/2004
New Hampshire Housing Finance Authority
Bedford, NH
Program Monitor

- Monitored low- income residents in the State of New Hampshire for the Section 8 Program.
- Assessed and performed income changes for participants in the Section8 Program, home ownership and Family Self Sufficiency programs.
- Performed home inspections for program participants yearly to make sure their rental properties were up to HUD and city codes.
- Admission/discharge planning and community networking.
- Provided conflict resolution with program participants and landlords.
- Made referrals to supportive services.
- Provided assistance in locating affordable housing.
- Provided translation services for Spanish speaking tenants, landlords and staff members.

9/1999-6/2000
New Hampshire Department of Corrections
Laconia, NH
Correctional Counselor/Case Manager

- Provided clinical services to inmates with substance abuse disorders.
- Group and individual counseling pertaining to substance abuse and mental health disorders.

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- Provided case management services.
- Counseled inmates on various personal issues regarding their transition and continued adjustment into the community and within the corrections system.
- Provide crisis counseling and conflict resolution.
- Offered educational lectures on a series of different topics for inmates.
- Coordinated individual service plans, pre-release plans and assessments for treatment to be utilized by the Probation/Parole Officers
- Provided translation services for Spanish speaking inmates and staff members.

11/1997-9/1999
New Hampshire AIDS Foundation
Manchester, NH
Outreach Program Coordinator

- Program planning, development and implementation of a new drop-in center for intravenous substance abusers/sex workers geared towards accessing appropriate substance abuse treatment and prevention of HIV in Manchester, New Hampshire.
- Budget planning and grant writing.
- Responsible for evaluation of the program's effectiveness through management of a data base of statistics and monitoring of program outcomes.
- Policy and procedure development.
- Responsible for assuring regulatory compliance with State of NH guidelines for the funding received.
- Provided supervision of all staff and volunteers at the Pine Street Prevention Center.
- Coordinated services with community providers in the substance abuse field to ensure appropriate treatment services for clients.
- Provided short term clinical services to clients with substance abuse disorders.
- Provide crisis counseling and conflict resolution.
- Provided street outreach to substance abusers and sex workers.
- Provided outreach with the Manchester Health Department's Mobile Van twice a week.
- Provided translation services for Spanish speaking clients.

7/1996-11/1997
City of Manchester Office of Youth Services
Manchester, NH
Youth Outreach Counselor

- Provided street outreach to youth at risk.
- Provided referrals and mentoring.
- Provided short term clinical services to clients with substance abuse disorders.
- Coordinated crisis intervention for at risk clients.
- Provide crisis counseling and conflict resolution.
- Provided translation services for Spanish speaking clients.

6/1994-7/1996
Providence Hospital
Holyoke, MA
Substance Abuse Counselor/Detoxification Unit

- Coordinated services with community providers in the substance abuse field to ensure appropriate treatment services for clients.
- Provided clinical services, group and individual counseling to clients in detox.
- Responsible for coordination of case management services.
- Completed intake and referrals for eligible clients.

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- Facilitated Twelve-Step Groups.
- Facilitated Spanish Speaking Support Groups.
- Coordinated Methadone intakes and insurance billing.
- Provided translation services for Spanish speaking clients

2/1990-6/1994
YWCA
Springfield, MA
Counselor Advocate

- Provided clinical services to clients affected by domestic violence.
- Provided twenty-four-hour hotline coverage for abuse and sexual assault victims.
- Provided Legal advocacy.
- Coordinated services with community providers to ensure appropriate services for clients.
- Facilitated support groups for Spanish speaking clients.
- Provided HIV/AIDS education to residents of the shelter.
- Responsible for assisting with the collection of billing data, demographic and service statistics.
- Provided substance abuse counseling, rape crisis counseling and support groups to the Latina community.
- Provided translation services for Spanish speaking clients.

References available upon request.

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EASTER SEALS NEW HAMPSHIRE, INC.
Manchester Alcoholism Rehabilitation Center

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Maureen Beauregard	President & CEO	$309,000.00	0%	$0
Elin Treanor	CFO	$262,254.48	0%	$0
Joseph Emmons	CDO	$148,526.00	0%	$0
Tina Sharby	CHRO	$183,855.00	0%	$0
Annette Escalante	SVP Farnum	$135,000.00	0%	$0

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

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

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

September 15, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into contracts with the Contractors listed below in an amount not to exceed $11,475,254 for Substance Use Disorder Treatment and Recovery Support Services, with the option to renew for up to four (4) additional years, effective upon Governor and Council approval through September 29, 2023. 66.56% Federal Funds. 14.00% General Funds. 19.44% Other Funds (Governor's Commission).

Contractor Name	Vendor Code	Area Served	Contract Amount
Belonging Medical Group, PLLC	334662-B001	Statewide	$562,794
Bridge Street Recovery, LLC	341988-B001	Statewide	$1,261,744
The Cheshire Medical Center	155405-B001	Statewide	$413,728
Dismas Home of New Hampshire, Inc.	290061-B001	Statewide	$651,316
FIT/NHNH, Inc.	157730-B001	Statewide	$2,216,432
Grafton County New Hampshire	177397-B003	Statewide	$464,325
Headrest	175226-B001	Statewide	$527,907
Hope on Haven Hill, Inc.	275119-B001	Statewide	$781,009
Manchester Alcoholism Rehabilitation Center	177204-B001	Statewide	$3,801,533
South Eastern New Hampshire Alcohol and Drug Abuse Services	155292-B001	Statewide	$794,466
		Total:	**$11,475,254**

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Funds are available in the following accounts for State Fiscal Years 2022 and 2023, and are anticipated to be available in State Fiscal Year 2024, 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.

See attached fiscal details.

EXPLANATION

The purpose of this request is to provide Substance Use Disorder Treatment and Recovery Supports Services statewide to New Hampshire residents who have income below 400% of the Federal Poverty Level, and are uninsured or underinsured.

The Contractors will provide statewide access to an array of treatment services, including individual and group outpatient services; intensive outpatient services; partial hospitalization; ambulatory withdrawal management services; transitional living services; high and low intensity residential treatment services; specialty residential services; and integrated medication assisted treatment. The Contractors will ensure individuals with a substance use disorder receive the appropriate type of treatment and have access to continued and expanded levels of care, which will increase the ability of individuals to achieve and maintain recovery. The Contractors will also assist eligible individuals with enrolling in Medicaid while receiving treatment, and the Department will serve as the payer of last resort.

Approximately 7,000 individuals will receive services over the next two years.

The Department will monitor services through monthly, quarterly, and annual reporting to ensure the Contractors:

- Provide services that reduce the negative impacts of substance misuse.
- Make continuing care, transfer and discharge decisions based on American Society of Addiction Medicine (ASAM) criteria.
- Treat individuals using Evidence Based Practices and follow best practices.
- Achieve initiation, engagement, and retention goals as required by the Department.

The Department selected the Contractors through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from July 20, 2021 through August 19, 2021. The Department received twelve (12) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached. This request represents ten (10) of twelve (12) contracts for Substance Use Disorder Treatment and Recovery Supports Services. The Department anticipates presenting two (2) additional contracts at a future Governor and Executive Council meeting for approval.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions of the attached agreements, the parties have the option to extend the agreements 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, individuals in need of Substance Use Disorder Treatment and Recovery Supports Services may not receive the treatment, tools, and education required to enhance and sustain recovery that, in some cases, prevents untimely deaths.

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Source of Federal Funds: Substance Abuse Prevention and Treatment Block Grant, CFDA 93.959 FAIN TI083464 and State Opioid Response Grant, CFDA # 93.788, FAIN TI083326.

In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

DocuSigned by:
Lori A. Weaver
4C4A92994125473...

Lori A. Shibinette
Commissioner

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Belonging Medical Group 334662-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$69,199
2023	102-500731	Contracts for Prog Svc	$89,961
2024	102-500731	Contracts for Prog Svc	$21,261
Sub-total			$180,421

Bridge Street Recovery, LLC 341988-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$136,979
2023	102-500731	Contracts for Prog Svc	$188,928
2024	102-500731	Contracts for Prog Svc	$40,498
Sub-total			$366,405

Center/Dartmouth Hitchcock Keene 155405-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$60,015
2023	102-500731	Contracts for Prog Svc	$59,496
2024	102-500731	Contracts for Prog Svc	$13,122
Sub-total			$132,633

CC of Nashua/Greater Nashua Mental Health | 154112-B001 | PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$0
2023	102-500731	Contracts for Prog Svc	$0
2024	102-500731	Contracts for Prog Svc	$0
Sub-total			$0

Dismas Home | 290061-B001 | PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$43,044
2023	102-500731	Contracts for Prog Svc	$62,909
2024	102-500731	Contracts for Prog Svc	$13,981
Sub-total			$119,934

Families in Transition | 157730-B001 | PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$196,022
2023	102-500731	Contracts for Prog Svc	$271,691
2024	102-500731	Contracts for Prog Svc	$58,106
Sub-total			$525,818

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Grafton Cty 177397-B003 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$64,632
2023	102-500731	Contracts for Prog Svc	$69,395
2024	102-500731	Contracts for Prog Svc	$14,827
Sub-total			$148,854

Harbor Care 166574-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$0
2023	102-500731	Contracts for Prog Svc	$0
2024	102-500731	Contracts for Prog Svc	$0
Sub-total			$0

Headrest, Inc. 175226-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$26,063
2023	102-500731	Contracts for Prog Svc	$43,918
2024	102-500731	Contracts for Prog Svc	$10,390
Sub-total			$80,372

Hope on Haven Hill 275119-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$49,152
2023	102-500731	Contracts for Prog Svc	$51,320
2024	102-500731	Contracts for Prog Svc	$10,965
Sub-total			$111,437

Manchester Alcohol Rehab Center, Easter Seals, Farnum Center 177204-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$166,941
2023	102-500731	Contracts for Prog Svc	$234,977
2024	102-500731	Contracts for Prog Svc	$50,208
Sub-total			$452,125

Southeastern NH Alcohol & Drug Abuse Services 155292-B001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$34,142
2023	102-500731	Contracts for Prog Svc	$36,020
2024	102-500731	Contracts for Prog Svc	$7,696
Sub-total			$77,858
SUB TOTAL GOV COMM			$2,195,857

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05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (66% FEDERAL FUNDS 34% GENERAL FUNDS)

Belonging Medical Group

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$146,657
2023	102-500731	Contracts for Prog Svc	$190,658
2024	102-500731	Contracts for Prog Svc	$45,059
Sub-total			$382,373

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$290,305
2023	102-500731	Contracts for Prog Svc	$400,404
2024	102-500731	Contracts for Prog Svc	$85,829
Sub-total			$776,539

Center/Dartmouth Hitchcock Keene

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$127,193
2023	102-500731	Contracts for Prog Svc	$126,092
2024	102-500731	Contracts for Prog Svc	$27,811
Sub-total			$281,095

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CC of Nashua/Greater Nashua Mental Health

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$0
2023	102-500731	Contracts for Prog Svc	$0
2024	102-500731	Contracts for Prog Svc	$0
Sub-total			$0

Dismas Home

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$91,226
2023	102-500731	Contracts for Prog Svc	$133,325
2024	102-500731	Contracts for Prog Svc	$29,631
Sub-total			$254,182

Families in Transition

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$415,437
2023	102-500731	Contracts for Prog Svc	$575,805
2024	102-500731	Contracts for Prog Svc	$123,147
Sub-total			$1,114,389

Grafton Cty

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$136,977
2023	102-500731	Contracts for Prog Svc	$147,071
2024	102-500731	Contracts for Prog Svc	$31,424
Sub-total			$315,471

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Harbor Care

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$0
2023	102-500731	Contracts for Prog Svc	$0
2024	102-500731	Contracts for Prog Svc	$0
Sub-total			$0

Headrest, Inc.

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$55,237
2023	102-500731	Contracts for Prog Svc	$93,078
2024	102-500731	Contracts for Prog Svc	$22,021
Sub-total			$170,335

Hope on Haven Hill

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$104,169
2023	102-500731	Contracts for Prog Svc	$108,764
2024	102-500731	Contracts for Prog Svc	$23,239
Sub-total			$236,172

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Manchester Alcohol Rehab Center,
Easter Seals, Famum Center

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$353,805
2023	102-500731	Contracts for Prog Svc	$497,996
2024	102-500731	Contracts for Prog Svc	$106,407
Sub-total			$958,208

Southeastern NH Alcohol & Drug
Abuse Services

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$72,359
2023	102-500731	Contracts for Prog Svc	$76,338
2024	102-500731	Contracts for Prog Svc	$16,311
Sub-total			$165,008
SUB TOTAL CLINICAL			$4,653,772

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05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% FEDERAL FUNDS) funding ends 9/29/22.

Bridge Street Recovery, LLC

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$88,800
2023	102-500731	Contracts for Prog Svc	$30,000
Sub-total			$118,800

Dismas Home

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$207,200
2023	102-500731	Contracts for Prog Svc	$70,000
Sub-total			$277,200

Families in Transition

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$432,900
2023	102-500731	Contracts for Prog Svc	$143,325
Sub-total			$576,225

Harbor Care

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$0
2023	102-500731	Contracts for Prog Svc	$0
Sub-total			$0

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Headrest, Inc.

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$207,200
2023	102-500731	Contracts for Prog Svc	$70,000
Sub-total			$277,200

Hope on Haven Hill

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$325,600
2023	102-500731	Contracts for Prog Svc	$107,800
Sub-total			$433,400

Manchester Alcohol Rehab Center, Easter Seals, Famum Center

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$1,793,400
2023	102-500731	Contracts for Prog Svc	$597,800
Sub-total			$2,391,200

Southeastern NH Alcohol & Drug Abuse Services

State Fiscal Year	Class/Account	Title	Budget Amount
2022	102-500731	Contracts for Prog Svc	$414,400
2023	102-500731	Contracts for Prog Svc	$137,200
Sub-total			$551,600
SUB TOTAL SOR			$4,625,625
Grand Total All			$11,476,254

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New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RFP-2022-BDAS-01-SUBST

Project Title Substance Use Disorder Treatment and Recovery Support Services

	Maximum Points Available	Belonging Medical Group, PLLC	Bridge Street Recovery, LLC	Cheshire Medical Center	Dismas Home of New Hampshire, Inc.	Manchester Alcoholism Rehabiltation Center	FIT/NHNH, Inc.	Grafton County New Hampshire	Community Council of Nashua, N.H. d/b/a Greater Nashua Mental Health	Harbor Home	Headrest	Hope on Haven Hill, Inc.	South Eastern New Hampshire Alcohol & Drug Abuse Services
Technical													
Qualifications (Q1)	50	40	25	47	37	50	50	43	48	50	50	50	50
Experience (Q2)	50	45	25	48	35	45	50	45	50	50	50	45	48
ASAM (Q3)	20	20	11	8	20	15	20	10	20	20	9	20	20
Knowledge (Q4)	20	20	13	5	20	13	20	15	20	20	10	20	18
Samples (Q5)	30	15	7	8	23	21	14	21	12	8	7	14	8
Collaboration & Wraparound (Q6)	45	45	25	15	45	24	45	37	40	45	40	40	20
Staffing Plan (Q7)	15	13	13	4	10	12	13	13	13	13	10	14	4
Subtotal - Technical	**230**	**198**	**119**	**135**	**190**	**180**	**212**	**184**	**203**	**206**	**176**	**203**	**168**
Cost													
4.2.1.1. Budget Sheet	70	63	30	63	63	48	60	63	60	68	58	65	62
4.2.1.2. Staff List	30	25	29	25	25	28	28	30	25	25	28	30	28
Subtotal - Cost	**100**	**88**	**59**	**88**	**88**	**76**	**88**	**93**	**85**	**93**	**86**	**95**	**90**
TOTAL POINTS	**330**	**286**	**178**	**223**	**278**	**256**	**300**	**277**	**288**	**299**	**262**	**298**	**258**

Reviewer Name	Title
1 Sara Cleveland	
2 Paula Holigan	
3 Laurie Heath	
4	
5	

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Subject: Substance Use Disorder Treatment and Recovery Support Services (RFP-2022-BDAS-01-SUBST-11)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Manchester Alcoholism Rehabilitation Center		1.4 Contractor Address 140 Queen City Ave. Manchester, NH 03103	
1.5 Contractor Phone Number (603) 263-6287	1.6 Account Number 010-95-92-920510-33820000 010-95-92-920510-33840000 010-95-92-920510-70400000	1.7 Completion Date September 29, 2023	1.8 Price Limitation $3,801,533
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: Elin Treanor 0E8BF4077A03477...	9/14/2021 Date:	1.12 Name and Title of Contractor Signatory Elin Treanor CFO	
1.13 State Agency Signature DocuSigned by: Katja Fox ED9D05B04C03442...	9/15/2021 Date:	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: J. Christopher Marshall D5BD458E80D4403...		On: 9/15/2021	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS ET
Date 9/14/2021

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.

DS

Contractor Initials ET

Date 9/14/2021

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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 omissions of the

Contractor Initials ET

Date 9/14/2021

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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 ET (DS)

Date 9/14/2021

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT A

Revisions to Standard Agreement 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 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.

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall provide Substance Use Disorder (SUD) Treatment and Recovery Support Services that assist individuals with:

1.1.1. Stopping or reducing substance misuse;

1.1.2. Improving physical and mental health and social function; and

1.1.3. Reducing risk for recurrence of substance misuse.

1.2. Resiliency and Recovery Oriented Systems of Care (RROSC)

1.2.1. The Contractor shall ensure SUD Treatment and Recovery Support Services are available to eligible individuals, regardless of where the individual lives or works in New Hampshire. The Contractor shall:

1.2.1.1. Provide treatment services that support the RROSC by operationalizing the Continuum of Care Model.

1.2.1.2. Ensure all services:

1.2.1.2.1. Focus on strengths and resilience of individuals and families;

1.2.1.2.2. Are culturally sensitive and relevant to the diversity of individuals served;

1.2.1.2.3. Promote person-centered and self-directed approaches to care; and

1.2.1.2.4. Are trauma informed and designed to acknowledge the impact of violence and trauma on individuals' lives and the importance of addressing trauma in treatment.

1.3. The Contractor shall comply with all requirements in Exhibit B-1, Operational Requirements, as applicable.

1.4. For the purposes of this agreement, all references to business days shall mean Monday through Friday and excluding state and federal holidays.

1.5. For the purposes of this agreement, all references to calendar days shall mean Monday through Sunday, including state and federal holidays.

1.6. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8:00 AM to 5:00 PM, excluding state and federal holidays.

2. Population Served

2.1. The Contractor shall provide services to individuals who:

2.1.1. Have income below 400% of the Federal Poverty Level;

2.1.2. Are residents of New Hampshire or experiencing homelessness in New Hampshire; and

2.1.3. Are determined positive for SUD with a clinical diagnosis by a Licensed or Unlicensed Counselor.

2.2. The Contractor shall ensure consent for services is obtained prior to providing services, in accordance with 42 CFR Part 2, from:

2.2.1. The individuals who are aged 12 years and older; or

2.2.2. The parent or legal guarding of an individual who is less than 12 years of age.

2.3. The Contractor shall ensure individuals under 18 years of age are not denied services due to:

2.3.1. The parent's inability and/or unwillingness to pay the fee(s); or

2.3.2. The minor's decision to receive confidential services pursuant to New Hampshire Revised Statutes Annotated (RSA) 318-B:12-a.

2.4. The Contractor shall provide services to eligible individuals who:

2.4.1. Receive Medication Assisted Treatment (MAT) services from other providers, including the individual's primary care provider;

2.4.2. Have co-occurring mental health disorders; or

2.4.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

2.5. The Contractor shall enroll eligible individuals for services in order of the priority described below:

2.5.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48-hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:

2.5.1.1. Contact with the Doorway of the individual's choice to connect the individual with SUD treatment services and document actions taken;

2.5.1.2. Assist individuals who refuse referral services offered through the Doorway with identifying alternative providers and

accessing services with these providers, which includes referrals for prenatal care and actively reaching out to identify providers on the behalf of the individual; and

2.5.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor's agency or an alternative provider. The Contractor shall ensure interim services include:

2.5.1.3.1. A minimum of one 60-minute individual or group outpatient session per week or;

2.5.1.3.2. Recovery support services as needed by the individual; or

2.5.1.3.3. Daily calls to the individual to assess and respond to any emergent needs.

2.5.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose in the 14 days prior to screening or in the period between screening and admission to the program.

2.5.3. Individuals with a history of injection drug use, including the provision of interim services within 14 days. If the Contractor is unable to admit an individual with a history of injection drug use within 14 days of the individual applying for services, the Contractor shall provide and document interim services until the appropriate level of care becomes available at either the Contractor's agency or an alternative provider.

2.5.4. Individuals with substance use and co-occurring mental health disorders;

2.5.5. Individuals with current Opioid Use Disorders or Stimulant Use Disorders;

2.5.6. Veterans with SUD;

2.5.7. Individuals with SUD who are involved with the criminal justice and/or child protection system; and

2.5.8. Individuals who require priority admission at the request of the Department.

3. Scope of Services

3.1. Clinical Services

3.1.1. The Contractor shall adhere to a clinical care manual that includes policies and procedures related to all clinical services provided.

3.1.2. The Contractor shall develop and implement written policies and procedures governing its operation and all services provided through

this Agreement. The Contractor shall ensure staff are trained on all policies and procedures, which are reviewed and revised annually.

3.1.3. The Contractor shall provide the following SUD treatment services to eligible individuals:

3.1.3.1. The Contractor shall provide Individual Outpatient Treatment as defined as American Society of Addiction Medicine **(ASAM) Criteria, Level 1**. The Contractor shall ensure outpatient treatment services assist individuals achieve treatment objectives through the exploration of SUDs and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision-making with regard to alcohol and other drug related problems.

3.1.3.2. The Contractor shall provide Group Outpatient Treatment as defined as **ASAM Criteria, Level 1**. The Contractor shall ensure outpatient treatment services assist a group of individuals achieve treatment objectives through the exploration of SUDs and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

3.1.3.3. The Contractor shall provide Intensive Outpatient Treatment as defined as **ASAM Criteria, Level 2.1**. The Contractor shall ensure:

3.1.3.3.1. Intensive outpatient treatment services provide intensive and structured individual and group SUD treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services;

3.1.3.3.2. Services for adults are provided for a minimum of (9) hours a week; and

3.1.3.3.3. Services for adolescents are provided for a minimum of six (6) hours a week.

3.1.3.4. The Contractor shall provide Partial Hospitalization, as defined as **ASAM Criteria, Level 2.5**. The Contractor shall ensure partial hospitalization services:

3.1.3.4.1. Provide intensive and structured individual and group SUD treatment services and activities to

individuals with substance use and moderate to severe co-occurring mental health disorders, including both behavioral health and medication management, as appropriate, services to address both disorders.

3.1.3.4.2. Are provided to individuals for a minimum of 20 hours per week according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol.

3.1.3.5. The Contractor shall provide High-Intensity Residential Treatment for Adults as defined as **ASAM Criteria, Level 3.5.** The Contractor shall provide residential substance use disorder treatment designed to assist individuals who require a more intensive level of service in a structured setting.

3.1.3.6. The Contractor shall provide **Integrated Medication Assisted Treatment** services through medication prescription and monitoring for treatment of OUD and other SUDs. The Contractor shall:

3.1.3.6.1. Provide non-medical treatment services to the individual in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider;

3.1.3.6.2. Coordinate care and meet all requirements for the service provided;

3.1.3.6.3. Provide Integrated Medication Assisted Treatment services in accordance with guidance provided by the Department, "Guidance Document on Best Practices: Key Components for Delivery Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire"; and

3.1.3.6.4. Provide Medically Monitored Residential Withdrawal Management services as defined by **ASAM Criteria, Level 3.7-W.M.** The Contractor shall ensure medically monitored intensive inpatient services withdrawal management are provided using a combination of clinical and/or medical services to stabilize the individual while they are undergoing withdrawal.

3.1.4. The Contractor shall provide clinical services separately for adolescents and adults, unless otherwise approved by the Department. The Contractor shall ensure:

3.1.4.1. Adolescents and adults do not share the same residency space; and

3.1.4.2. Communal spaces such as kitchens, group rooms, and recreation are shared at separate times.

3.1.5. The Contractor shall ensure all residential programs maintain a daily shift change log documenting significant events and client behavior of which subsequent shift should be made aware.

3.2. Interim Services

3.2.1. The Contractor shall provide interim services to all individuals waiting for clinical services. The Contractor shall ensure Interim Services include, but are not limited to:

3.2.1.1. Counseling and education about HIV and TB, the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur.

3.2.1.2. Referral for HIV or TB treatment services, if necessary.

3.2.1.3. Individual and/or group counseling on the effects of alcohol and other drug use.

3.3. Infectious Diseases

3.3.1. *Oral Fluid HIV Testing*

3.3.1.1. The Contractor shall administer rapid, on-site, same-day, oral fluid HIV testing as a routine component of SUD treatment for all individuals receiving services, except in those cases where an individual is being served solely via telehealth.

3.3.1.2. If testing is not possible at the time of admission, the Contractor shall administer testing within 48 hours from admission for residential services or at the time of the second session for outpatient services.

3.3.1.3. The Contractor shall conduct an HIV/AIDS screening upon an individual's admission to treatment. The Contractor shall ensure the screening includes:

3.3.1.3.1. The provision of information;

3.3.1.3.2. Risk assessment; and

3.3.1.3.3. Intervention and risk reduction education.

3.3.1.4. In cases where oral fluid HIV testing yields a positive result, the Contractor shall:

3.3.1.4.1. Complete and submit appropriate disease reporting forms to the Department within 72 hours of preliminary diagnoses, in accordance with New Hampshire Administrative Rule He-P 301.

3.3.1.4.2. Assist the Department's Infectious Disease Prevention, Investigation and Care Services Section staff connecting with individuals for the purpose of eliciting, identifying and locating information on sexual or needle sharing partners.

3.3.1.4.3. Link individuals to medical care and counseling services.

3.3.1.5. If an individual refuses to be tested for HIV or refuses to share the results with the Contractor, the Contractor shall:

3.3.1.5.1. Confirm the individual is still eligible to receive services funded through this Agreement; and

3.3.1.5.2. Clearly document the refusal in the individual's file.

3.3.1.6. If an individual receives an HIV test from an alternate provider, the Contractor shall:

3.3.1.6.1. Clearly document the date, location and provider of the HIV test; and

3.3.1.6.2. Ensure follow-up services were provided as appropriate.

3.3.1.7. The Contractor shall ensure all State reporting requirements are met while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.

3.3.1.8. The Contractor shall report all individuals with a positive HIV result, as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.

3.3.2. *Tuberculosis*

3.3.2.1. The Contractor shall directly, or through arrangements with other public or non-profit private entities, routinely make the

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following tuberculosis services available to each individual receiving SUD treatment services:

3.3.2.1.1. Counseling with respect to TB.

3.3.2.1.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.

3.3.2.1.3. Providing for or referring the individuals infected by mycobacteria TB for appropriate medical evaluation and treatment.

3.3.2.2. The Contractor shall refer individuals, who are denied admission to the program on the basis of lack of capacity, to other providers of TB services.

3.3.2.3. The Contractor shall implement infection control procedures consistent with procedures established by the Department to prevent the transmission of TB, which include:

3.3.2.3.1. Screening patients and identifying individuals who are at high risk of becoming infected.

3.3.2.3.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.

3.3.2.3.3. Providing case management to ensure individuals receive services.

3.3.2.4. The Contractor shall report all individuals with active TB, as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.

3.4. Eligibility and Intake

3.4.1. The Contractor shall determine eligibility for services for individuals requesting SUD or recovery support services. The Contractor shall:

3.4.1.1. Assess each individual's income prior to admission using the Web Information Technology System (WITS) fee determination model; and

3.4.1.2. Ensure the individual signs the income assessment upon admission to treatment.

3.4.2. The Contractor shall update income information for all eligible individuals receiving services. The Contractor shall:

3.4.2.1. Ensure updates are completed at a minimum interval of every four (4) weeks;

3.4.2.2. Document each inquiry in the individual's service record using the WITS fee determination model; and

3.4.2.3. Ensure the individual receiving services signs each updated income assessment.

3.4.3. The Contractor shall complete an intake screening for all eligible individuals requesting services. The Contractor shall:

3.4.3.1. Communicate directly with the individual within two (2) business days from the date the individual initially contacts the Contractor for services. The Contractor shall ensure communication includes:

3.4.3.1.1. Face-to-face, in person;

3.4.3.1.2. Face-to-face, virtually and/or electronically; or

3.4.3.1.3. By telephone.

3.4.3.2. Complete an initial intake screening for the individual within two (2) business days from the date of the first direct contact, utilizing the WITS Social Detox Screen or another Department-approved tool, and document the results in WITS, to determine:

3.4.3.2.1. The probability of eligibility for services under this Agreement; and

3.4.3.2.2. The probability of the individual having a substance use disorder.

3.4.3.3. Ensure all attempts to contact the individual are documented in the individual record or call log.

3.5. Clinical Evaluation

3.5.1. The Contractor shall use clinical evaluations conducted and completed by a NH Licensed or Unlicensed Counselor that include DSM 5 Diagnostic information and a recommendation for a level of care based on the ASAM Criteria published in October 2013 (ASAM Criteria), from a referring agency, conducted and completed less than 30 days prior to the individual's admission to the Contractor's SUD treatment program.

3.5.2. The Contractor shall ensure any changes to ASAM dimensions that occurred after the completion of the accepted evaluation from the referring agency are recorded in the individual's record within three (3) days after admission to residential treatment or three (3) sessions for any outpatient levels of care, whichever is later.

3.5.3. The Contractor shall complete a new clinical evaluation for the

individual if:

3.5.3.1. More than 30 days have passed since the referring provider completed the evaluation;

3.5.3.2. The evaluation was conducted and completed by someone other than a NH Licensed or Unlicensed Counselor;

3.5.3.3. The evaluation did not include DSM 5 Diagnostic information and a recommendation for a specific level of care based on the ASAM Criteria; or

3.5.3.4. An individual presents without a completed evaluation.

3.5.4. The Contractor shall assist individuals with accessing an evaluation through their local Doorway, or other appropriate provider, if the Contractor is unable to complete the evaluation prior to admission due to geographic or other barriers.

3.5.5. The Contractor shall ensure the new evaluation is:

3.5.5.1. Completed within three (3) days after admission to residential treatment or three (3) sessions for any outpatient level of care, whichever is later, and

3.5.5.2. Conducted and completed by a NH Licensed or Unlicensed Counselor; utilizing CONTINUUM or an approved alternative assessment tool, provided by the Department, which includes DSM 5 Diagnostic information and recommendation for a specific level of care based on the ASAM Criteria.

3.5.6. The Contractor shall provide SUD treatment services, to eligible individuals, for the appropriate ASAM level of care, as indicated by the individual's clinical evaluation unless:

3.5.6.1. The individual chooses to receive a service with a lower intensity ASAM level of care; or

3.5.6.2. The service with the indicated ASAM level of care is unavailable at the time the level of care is determined; in which case the individual may choose:

3.5.6.2.1. A service with a lower Intensity ASAM level of care;

3.5.6.2.2. A service with the next available higher intensity ASAM level of care;

3.5.6.2.3. To be placed on the waitlist until their service with the assessed ASAM level of care becomes available; or

3.5.6.2.4. To be referred to another agency in the individual's service area that provides the service with the indicated ASAM level of care.

3.5.7. The Contractor shall ensure, if the clinically appropriate level of care is available and an individual is admitted to a level of care other than what is recommended by the clinical evaluation, the reasoning for the admittance will be clinically justified using ASAM Criteria and be documented in the individual's record prior to admission.

3.6. Waitlists

3.6.1. The Contractor shall maintain a waitlist for all individuals and all SUD treatment services regardless of payor source.

3.6.2. The Contractor shall track the wait time for individuals to receive services from the date of initial contact to the date the individual first received SUD services, other than the evaluation in Subsection 2.11.

3.6.3. The Contractor shall provide monthly reports to the Department detailing:

3.6.3.1. The average wait time for all individuals, by the type of service and payer source for all services; and

3.6.3.2. The average wait time for priority populations, as listed in Subsection 2.5, by the type of service and payer source for the services.

3.7. Assistance Enrolling in Insurance Programs

3.7.1. The Contractor shall assist individuals who are unable to secure the financial resources necessary for initial entry into the SUD treatment program, and/or their parents or legal guardians, obtain other potential sources for payment, within 14 days after admission, which may include, but is not limited to enrollment in:

3.7.1.1. Public insurance.

3.7.1.2. Private insurance.

3.7.1.3. New Hampshire Medicaid programs.

3.7.2. The Contractor shall document assistance provided with securing financial resources or the individuals' refusal of assistance in the individual's service record.

3.8. Use of Evidence-Based Practices

3.8.1. The Contractor shall ensure all services in this Agreement are provided:

3.8.1.1. Using evidence-based practices; as demonstrated by

meeting one of the following criteria:

3.8.1.1.1. The service is included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center.

3.8.1.1.2. The service is published in a peer-reviewed journal and has been found to have positive effects; or

3.8.1.1.3. The service is based on a theoretical perspective that has validated research.

3.8.1.2. In accordance with:

3.8.1.2.1. ASAM Criteria;

3.8.1.2.2. Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs); and

3.8.1.2.3. SAMHSA Technical Assistance Publications (TAPs).

3.8.2. The Contractor shall assess all individuals for risk of self-harm at all phases of treatment, including:

3.8.2.1. Initial contact;

3.8.2.2. Screening;

3.8.2.3. Intake;

3.8.2.4. Initial Clinical Evaluation/Assessment;

3.8.2.5. Admission;

3.8.2.6. On-going treatment services; and

3.8.2.7. Discharge.

3.8.3. The Contractor shall assess all individuals for withdrawal risk based on ASAM Criteria standards at all phases of treatment, including:

3.8.3.1. Initial contact;

3.8.3.2. Screening;

3.8.3.3. Intake;

3.8.3.4. Initial Clinical Evaluation/Assessment;

3.8.3.5. Admission; and

3.8.3.6. On-going treatment services.

3.8.4. The Contractor shall stabilize all individuals based on ASAM Criteria guidance. The Contractor shall:

3.8.4.1. Provide stabilization services when an individual's level of risk indicates a service with an ASAM level of care that can be provided in this Agreement and integrate withdrawal management into the individual's treatment plan.

3.8.4.2. Provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely. If the Contractor does not provide the indicated ASAM level of care, the Contractor shall:

3.8.4.2.1. Refer the individual to a facility where the services can be provided when an individual's risk indicates a service with an ASAM level of care that is higher than can be provided under this Contract.

3.8.4.2.2. Coordinate with the withdrawal management services provider to admit the individual to an appropriate service once the individual's withdrawal risk has reached a level that can be provided under this Contract.

3.9. Treatment Planning

3.9.1. The Contractor shall complete individualized treatment plans for all individuals determined to be eligible for services, based on clinical evaluation data that addresses problems in all ASAM Criteria domains, which justify the individual's admittance to a given level of care, except for Transitional Living, which is not required to address all ASAM domains. The Contractor shall ensure all treatment plans:

3.9.1.1. Are completed within two (2) business days or two (2) sessions from the completion of the clinical evaluation or admission, whichever is later;

3.9.1.2. Include treatment plan goals, objectives, and interventions written in terms that are S.M.A.R.T., which are:

3.9.1.2.1. Specific, clearly defining what shall be done;

3.9.1.2.2. Measurable, including clear criteria for progress and completion;

3.9.1.2.3. Attainable, within the individual's ability to achieve;

3.9.1.2.4. Realistic, the resources are available to the individual;

3.9.1.2.5. Timely, something that needs to be completed within a stated period for completion that is reasonable; and

3.9.1.3. Include the individual's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

3.9.2. The Contractor shall update treatment plans at a minimum of intervals as follows:

3.9.2.1. All Level 1 programs: Every six (6) sessions or every six (6) weeks, whichever is earlier.

3.9.2.2. Level 2.1: Every six (6) group sessions or every two (2) weeks, whichever is earlier.

3.9.2.3. Level 2.5, Level 3, Level 3.3, Level 3.5, and Level 3.7: Every seven (7) sessions or every one (1) week, whichever is earlier.

3.9.2.4. Level 3.1 and Transitional Living: Every four (4) weeks, or every four (4) sessions, whichever is earlier.

3.9.3. The Contractor shall update treatment plans, in addition to the recommended intervals above, when:

3.9.3.1. Changes are made in any ASAM domain, except for Transitional Living;

3.9.3.2. Goals have been met and problems have been resolved; or

3.9.3.3. New goals and new problems have been identified.

3.9.4. The Contractor shall ensure treatment plan updates for all levels of care, except Transitional Living include:

3.9.4.1. Justification for continued treatment at the current level of care;

3.9.4.2. Transfer from one level of care to another within the same agency; or

3.9.4.3. Discharge from treatment at the agency.

3.9.5. The Contractor shall ensure justification includes a minimum of one (1) of the three (3) criteria for continuing services when addressing continuing care as:

3.9.5.1. Continuing Service Criteria, A: The individual is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit

the individual to continue working toward treatment goals; or

3.9.5.2. Continuing Service Criteria B: The individual is not yet making progress, but has the capacity to resolve their issues. The individual is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue working toward treatment goals; and /or

3.9.5.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the individual is receiving treatment is the least intensive level at which the individual's problems can be addressed effectively.

3.9.5.4. The signature of the individual and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.

3.9.6. The Contractor shall track the individual's progress relative to the specific goals, objectives, and interventions in the individual's treatment plan by completing encounter notes in WITS, or an alternative Electronic Health Record (EHR) approved by the Department.

3.10. Coordination of Care

3.10.1. The Contractor shall inform the Regional Public Health Networks (RPHN) of services available in order to align SUD work with other RPHN projects that may be similar or impact the same populations.

3.10.2. The Contractor shall ensure all coordination of care activities are compliant with state and federal laws and rules, including but not limited to 42 CFR Part 2.

3.10.3. The Contractor shall refer individuals to, and coordinate the individual's care with, other providers and document the coordination, or individual's refusal of the coordination, in the individual's service record. The Contractor shall ensure referrals include, but are not limited to:

3.10.3.1. Primary care providers. If the individual does not have a primary care provider, the Contractor shall make an appropriate referral to one and coordinate care with that

provider.

3.10.3.2. Behavioral health care providers when serving individuals with co-occurring substance use and mental health disorders. If the individual does not have a behavioral health care provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider.

3.10.3.3. Medication-Assisted Treatment (MAT) providers.

3.10.3.4. Peer recovery support providers. If the individual does not have a peer recovery support provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider.

3.10.4. The Contractor shall coordinate with case management services offered by the individual's managed care organization, third party insurance or other provider, as applicable.

3.10.5. The Contractor shall coordinate individual services with the Department's Doorway contractors including, but not limited to:

3.10.5.1. Ensuring timely admission of individuals to services,

3.10.5.2. Completing initial clinical evaluations as needed.

3.10.5.3. Referring individuals to Doorway services when the Contractor cannot admit an individual for services within 48 hours.

3.10.5.4. Referring individuals to Doorway services at the time of discharge when an individual is in need of Doorway services.

3.10.6. The Contractor shall coordinate with the NH Ryan White CARE Program, for individuals identified as at risk of or with HIV/AIDS.

3.10.7. The Contractor shall coordinate with other social service agencies engaged with the individual, as applicable, which may include but are not limited to:

3.10.7.1. NH Division for Children, Youth and Families (DCYF).

3.10.7.2. Probation and parole.

3.10.7.3. Doorways.

3.10.8. The Contractor shall clearly document in the individual's service record when the individual refuses any referrals or care coordination.

3.10.9. The Contractor shall not prohibit individuals from receiving services under this Agreement when an individual does not consent to information sharing.

3.10.10. The Contractor shall notify individuals who consent to information sharing that they have the ability to rescind the consent at any time without any impact on services provided under the awarded contract.

3.10.11. The Contractor shall coordinate with local recovery community organizations, where available, to bring peer recovery support providers into the treatment setting, to meet with individuals to describe available services and to engage individuals in peer recovery support services as applicable.

3.10.12. The Contractor shall complete a Transfer Plan on the day of transfer when an individual is transferring from one level of care to another *within the same agency*, during the same episode of care for all services. The Contractor shall ensure the Transfer Plan:

3.10.12.1. Addresses all ASAM Dimensions;

3.10.12.2. Includes at least one of the four (4) ASAM Criteria for transfer, including how the individual meets that criteria; and

3.10.12.3. Includes the transfer plan and recommendations, with specific information regarding further treatment at the agency.

3.11. The Contractor shall discharge an individual from WITS by closing the Episode in WITS when the individual is discharged from treatment at the agency, even if they are expected to return at a future date, for example, after completing treatment at a different agency. The time frames for discharge are as follows:

3.11.1. Individuals receiving outpatient services (individual outpatient (OP), intensive outpatient (IOP), partial hospitalization program (PHP)), who have not received services in the past 30 days must be discharged by day 30. Upon the individual's return to treatment a new episode of care must be started, and all standard admission steps must be taken.

3.11.2. Individuals receiving residential services, including but not limited to low intensity and high intensity, who have not received services in the past 48 hours must be discharged. The Contractor shall ensure discharge is completed within seven (7) days of the last day of service. Upon the individual's return to treatment a new episode of care must be started, and all standard admission steps must be taken.

3.12. The Contractor shall identify the reason for transfer or discharge in the Program Enrollment section of WITS for each individual at the time of transfer or discharge from the program.

3.13. The Contractor shall complete a Discharge Summary when an individual is being discharged from treatment at the contracted agency for all services within

this Agreement. The Contractor shall ensure the Discharge Summary:

3.13.1. Addresses all ASAM (2013) domains, including the process of transfer planning at the time of the individual's intake to the program, except for Transitional Living;

3.13.2. Is in accordance with Exhibit B-1, Operational Requirements;

3.13.3. Includes the reason for admission, course of treatment, discharge assessment, strengths and liabilities, and discharge plan and recommendations, with specific information regarding referrals or further treatment; and

3.13.4. Includes at least one of the following four (4) ASAM Criteria for discharge, and how individual meets the requirement, except for Transitional Living:

3.13.4.1. Transfer/Discharge Criteria A: The patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

3.13.4.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

3.13.4.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit their ability to resolve their problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

3.13.4.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of their problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

3.14. Individual and Group Education

3.14.1. The Contractor shall offer all individuals receiving services under this Agreement individual or group education on prevention, treatment, and nature of:

3.14.1.1. Substance use disorders.

3.14.1.2. Relapse prevention.

3.14.1.3. Hepatitis C Virus (HCV).

3.14.1.4. Human Immunodeficiency Virus (HIV).

3.14.1.5. Sexually Transmitted Diseases (STDs).

3.14.1.6. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;

3.14.1.7. Individual and/or group counseling for individuals of childbearing age, regardless of gender, on the effects of alcohol and other drug use on a fetus.

3.14.1.8. The relationship between tobacco use and substance use and other mental health disorders, if the individual uses nicotine.

3.14.2. The Contractor shall ensure that all individuals are screened at intake and discharge for tobacco use, treatment needs and referral to the NH QuitLine, as part of treatment planning.

3.14.3. The Contractor shall maintain an outline of each educational session provided.

3.15. Tobacco-Free Environment

3.15.1. The Contractor shall ensure a tobacco-free environment by having policies and procedures that apply to all staff, individuals receiving services, and visitors that include but are not limited to:

3.15.1.1. Smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices.

3.15.1.2. Prohibiting the use of tobacco products within the Contractor's facilities at any time.

3.15.1.3. Prohibiting the use of tobacco in any Contractor-owned vehicle.

3.15.1.4. Whether the use of tobacco products is prohibited outside of the facility on the grounds. If use of tobacco products is allowed outside of, but on the grounds of, the facility, the Contractor shall ensure:

3.15.1.4.1. Designated smoking area(s) are located a minimum of 20 feet from the main entrance;

3.15.1.4.2. All materials used for smoking in the designated area, including cigarette butts and matches, are

extinguished and disposed of in appropriate containers;

3.15.1.4.3. Periodic cleanup of the designated smoking area is scheduled and completed as scheduled and/or needed; and

3.15.1.4.4. If the designated smoking area is not properly maintained, it is eliminated at the discretion of the Contractor.

3.15.1.5. Prohibiting tobacco use in personal vehicles when transporting individuals on authorized business.

3.15.2. The Contractor shall ensure the Tobacco-Free Environment policy is included in employee, individual, and visitor orientations and posted in the Contractor's facilities and vehicles.

3.15.3. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging individuals from services being provided under this Contract.

3.16. State Opioid Response (SOR) Grant Standards

3.16.1. The Contractor shall establish formal information sharing and referral agreements with the Doorways in compliance with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.

3.16.2. The Contractor shall ensure all referrals of individuals to the Doorways are:

3.16.2.1. Completed and documented in the individual's file;

3.16.2.2. Available to the Department as requested and as needed for payment of invoices for services provided through SOR-funded initiatives.

3.16.3. The Contractor shall ensure individuals receiving services rendered from SOR funds have a documented history or current diagnoses of Opioid Use Disorder (OUD) or Stimulant Use Disorders.

3.16.4. The Contractor shall coordinate ongoing care for individuals with documented history or current diagnoses of OUD or Stimulant Use Disorder, receiving services rendered from SOR funds, with the Doorways in accordance with 42 CFR Part 2.

3.16.5. The Contractor shall ensure that SOR grant funds are not used to purchase, prescribe, or provide marijuana or for providing treatment using marijuana. The Contractor shall ensure:

3.16.5.1. Treatment in this context includes the treatment of opioid

use disorder (OUD).

3.16.5.2. Grant funds are not provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental health disorders.

3.16.5.3. This marijuana restriction applies to all subcontracts and memorandums of understanding (MOU) that receive SOR funding.

3.16.6. The Contractor shall provide Medication Assisted Treatment (MAT) only with FDA-approved MAT for Opioid Use Disorder (OUD), which includes:

3.16.6.1. Methadone; and

3.16.6.2. Buprenorphine products including:

3.16.6.2.1. Single-entity buprenorphine products;

3.16.6.2.2. Buprenorphine/naloxone tablets;

3.16.6.2.3. Buprenorphine/naloxone films; and

3.16.6.2.4. Buprenorphine/naloxone buccal preparations.

3.16.7. The Contractor shall provide medical withdrawal management services supported by SOR funds only when the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

3.16.8. The Contractor shall provide a Fentanyl test strip utilization plan to the Department for approval prior to implementation. The Contractor shall ensure the utilization plan includes:

3.16.8.1. Internal policies for the distribution of Fentanyl strips;

3.16.8.2. Distribution methods and frequency; and

3.16.8.3. Other key data as requested by the Department.

3.16.9. The Contractor shall ensure individuals receiving financial aid for recovery housing utilizing SOR funds are in a recovery housing facility that aligns with the National Alliance for Recovery Residences standards and is registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with New Hampshire Administrative Rules, He-A 305, Voluntary Registry for Recovery Houses.

3.16.10. The Contractor shall accept individuals on MAT and facilitate access to MAT on-site or through referrals for all individuals supported with SOR funds, as clinically appropriate.

3.16.11. The Contractor shall ensure individuals who refuse to consent to information sharing with the Doorways do not receive services utilizing SOR funding.

3.16.12. The Contractor shall ensure individuals who rescind consent to information sharing with the Doorway do not receive any additional services utilizing SOR funding.

4. Web Information Technology System

4.1. The Contractor shall use the Web Information Technology System (WITS) to record contact with individuals within three (3) days following the activity, unless otherwise stated in the WITS guidance document(s). The Contractor shall utilize WITS to record all BDAS individual activities, including, but not limited to:

4.1.1. Determining individual eligibility.

4.1.2. Reporting all data that is used to calculate and analyze National Outcome Measures.

4.1.3. Billing the Department for services performed under the resulting contract including all data required by the Department to authorize payment.

4.1.4. Providing other information as required by the Department.

4.2. The Contractor shall provide the individual with the WITS Information Acknowledgement and obtain the individual's signature on that format the time of admission to treatment, prior to providing services.

4.3. The Contractor shall ensure information for individuals refusing to sign the WITS Information Acknowledgement is not entered into the WITS system and the Contractor shall contact the Department to establish alternative reporting and billing procedures.

4.4. The Contactor shall ensure services are provided to individuals who refuse to sign the WITS Information Acknowledgement, despite not being able to enter that individual into the WITS system. The Contractor shall:

4.4.1. Establish a policy to document individual activity elsewhere;

4.4.2. Obtain Department approval of the established policy;

4.4.3. Notify the Department of each individual's refusal; and

4.4.4. Ensure the Department has access to records as requested.

4.5. The Contractor shall ensure the WITS system is only used for individuals who are in a program that is funded by or under the oversight of the Department. The Contractor may use WITS to enter information for non-BDAS individuals if the following conditions apply:

4.5.1. The Department has approved the Contractors' use of WITS for this purpose;

4.5.2. The Contractor utilized WITS prior to September of 2019; and

4.5.3. The Contractor does not have an alternative electronic health record available for use.

4.6. The Contractor shall cease utilizing WITS if an individual obtains funding from another source while in treatment, unless otherwise approved by the Department. Individuals who are in a program that is funded by or under the oversight of the Department include:

4.6.1. Individuals receiving BDAS-funded SUD treatment services,

4.6.2. Individuals receiving services from Impaired Driver Care Management Programs (IDCMP); and

4.6.3. Individuals receiving services from Impaired Driver Service Providers (IDSP), regardless of funding source.

4.7. The Contractor may use their own electronic health record (EHR), in addition to WITS, to record and track other data not collected in WITS, upon approval by the Department and only if the Department has access to the EHR.

4.8. The Contractor shall record that an individual has been discharged when the individual has completed a treatment episode in WITS.

4.9. The Contractor shall follow all the instructions and requirements in the most current WITS User Guide, as provided by the Department.

4.10. The Contractor shall agree to and follow the Information Security Requirements in Exhibit K.

5. Telehealth

5.1. The Contractor may deliver outpatient services via telehealth through secure telecommunication technology, when clinically appropriate and within the Contractor's scopes of practice, as documented in the individual's treatment plan. The Contractor acknowledges and agrees that:

5.1.1. Telehealth services may be rendered from a remote site, other than the Contractor's facility.

5.1.2. Confidentiality and privacy protections apply to all telehealth services, under the same laws that protect the confidentiality of in-person services

5.1.3. The use of public facing applications such as Facebook Live, Twitch, TikTok, or other similar video communication applications is prohibited.

5.2. The Contractor shall ensure telehealth complies with all security and privacy

components identified in Exhibit K, DHHS Information Security Requirements. The Contractor shall ensure:

5.2.1. Individual's informed consent to using the telecommunication technology is received and kept on file.

5.2.2. A provider is present with the individual(s) during the use of telecommunication technology.

5.2.3. Only authorized users have access to any electronic PHI (ePHI) that is shared or available through the telecommunication technology.

5.2.4. Secure end-to-end communication of data is implemented, including all communication of ePHI remaining in the United States.

5.2.5. A system of monitoring the communications containing ePHI is implemented to prevent accidental or malicious breaches.

5.3. The Contractor shall adhere to all relevant state and federal regulations regarding telehealth not identified in the contract, including regulations regarding face-to-face services.

6. Staffing

6.1. The Contractor shall meet the minimum staffing requirements, or request an exemption to the requirements, to provide the scope of work in this Agreement. Staffing levels must include the following:

6.1.1. A minimum of one (1) New Hampshire Licensed Clinical Supervisor.

6.1.2. Staffing ratios for the following:

6.1.2.1. Individual Counseling: The ratio of individuals to NH Licensed and Unlicensed Counselors who provide counseling to individuals on an individual basis in any ASAM level of care should be based on the following:

6.1.2.1.1. Clinician's ability to provide appropriate, effective, and evidence-based treatment to individuals within the setting;

6.1.2.1.2. Type of treatment provided;

6.1.2.1.3. Composition of the individual population; and

6.1.2.1.4. Availability of auxiliary services.

6.1.2.2. SUD Treatment Groups: No more than 12 individuals with one NH Licensed Counselor or Unlicensed Counselor present or no more than 16 individuals when that Counselor is joined by a second Licensed Counselor, Unlicensed Counselor, CRSW or Uncertified Recovery Support Worker.

6.1.2.3. Recovery Support Groups: No more than eight (8)

individuals with one (1) NH CRSW present or no more than 12 individuals when that CRSW is joined by a second CRSW, or Uncertified CRSW, Licensed or Unlicensed Counselor.

6.1.2.4. Milieu/Line Staff: Ratios must be based upon the needs of the individuals, and the staff's ability to ensure individual health, safety and well-being. The Contractor shall ensure a minimum of one (1) floating Milieu/Line staff member able to move between common areas to observe individuals is present at all times, when the space is occupied by individuals. The following Milieu/Line staff to individual ratio is required for all residential facilities. Temporary staffing shortages are allowable, but not encouraged, while the Contractor actively seeks to fill any open staff positions. Any temporary staffing shortages must be reported to BDAS in the Quarterly Reports, and Contractor must be actively working to recruit new staff:

6.1.2.4.1. 3.5 Level of Care, or 3.5 Co-occurring Capable Level of Care:

6.1.2.4.1.1. A maximum of five (5) individuals to 1 (one) Milieu/Line Staff Member present with individuals, during awake hours, when individuals are not participating in a group or individual session; and

6.1.2.4.1.2. A maximum of 10 individuals to one (1) awake Milieu/Line Staff during overnight hours.

6.1.2.4.2. 3.5 Co-occurring Enhanced Level of Care, or 3.7 Level of Care:

6.1.2.4.2.1. A maximum of five (5) individuals to one (1) Milieu/Line Staff Member present with individuals during awake hours, when individuals are not participating in a group or individual session; and

6.1.2.4.2.2. A maximum of 10 individuals to one (1) awake Milieu/Line during overnight hours.

6.1.2.4.3. 3.1 Level of Care:

6.1.2.4.3.1. A maximum of eight (8) individuals to one (1) Milieu/Line staff member present with individuals during awake hours, when individuals are not participating in a group or individual session; and

6.1.2.4.3.2. A maximum 14 individuals to one (1) awake Milieu/Line staff during overnight hours.

6.2. The Contractor shall notify the Department, in writing, of changes in key personnel, of whom a minimum of 10% of their work time is devoted to providing SUD treatment and/or recovery support services, and provide, within five (5) working days, updated resumes that clearly indicate the staff member is employed by the Contractor.

6.3. The Contractor shall notify the Department in writing within one (1) month of hire when a new administrator, coordinator, or any staff person essential to delivering this scope of services is hired to work in the program(s). The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the new hire notification.

6.4. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one (1) month.

6.5. The Contractor shall have policies and procedures related to student interns that address minimum coursework, experience and core competencies for interns having direct contact with individuals served by this Agreement.

6.6. The Contractor shall ensure student interns complete training on the following topics, as approved by the Department, prior to beginning their internship:

6.6.1. Ethics;

6.6.2. 12 Core Functions;

6.6.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and

6.6.4. Information security and confidentially practices for handling PHI and substance use disorder treatment records as safeguarded by 42 CFR Part 2.

6.7. The Contractor shall ensure attendance of all required training for interns is documented in the interns' records and shall provide a list of which includes the intern's name and dates and topics of training, to the Department, as requested.

6.8. The Contractor shall ensure the health, safety, and well-being of all individuals in areas where individuals congregate, including, but not limited to:

6.8.1. Common areas.

6.8.2. Group rooms.

6.8.3. Classrooms.

6.9. The Contractor shall ensure written policies are available for Department review, as requested, for all required positions. The Contractor may request an exemption of staffing requirements if the requirements are inappropriate for services provided.

6.10. The Contractor shall provide both clinical and safety justifications to request exemption for any of the staffing requirements believed inappropriate for proposed services and/or if the facility does not meet the staffing requirements to the Department for approval.

6.11. The Contractor shall ensure no Licensed Clinical Supervisor shall supervise more than 12 staff unless the Department has approved an alternative supervision plan.

6.12. The Contractor shall provide ongoing clinical supervision that occurs at regular intervals, and is documented in all staff members' records and evidence-based practices. Clinical supervision, shall include, at a minimum:

6.12.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress; and

6.12.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.

6.13. The Contractor shall provide training to all staff providing SUD services under this Agreement on the following topics. Training attendance must be documented in all staff members' records:

6.13.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;

6.13.2. The 12 core functions;

6.13.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and

6.13.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.

6.14. The Contractor shall ensure all Unlicensed Staff complete training on the following topics, as approved by the Department, within six (6) months of hire:

6.14.1. Ethics;

6.14.2. 12 Core Functions;

6.14.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and

6.14.4. Information security and confidentially practices for handling PHI and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within six (6) months of hire.

6.15. The Contractor shall provide in-service training to all staff involved in individual care within 15 days of the contract effective date or the staff person's employment start date, if the staff member started work after the contract effective date and annually thereafter. The Contractor shall ensure in-service training topics are as follows:

6.15.1. Contract requirements;

6.15.2. Policies and procedures provided by the Department;

6.15.3. Hepatitis C (HCV);

6.15.4. Human immunodeficiency virus (HIV);

6.15.5. Tuberculosis (TB); and

6.15.6. Sexually transmitted diseases (STDs).

6.16. The Contractor shall ensure all staff receive annual continuing education on the following topics:

6.16.1. Advancements in the science and evidence-based practices of the SUD field; and

6.16.2. State and federal laws and rules relating to confidentiality.

6.17. The Contractor shall ensure staff attendance of all required training is documented in the staff members' records and shall provide a list of trained staff that includes dates and topics of training, to the Department, as requested.

7. Audit Requirements

7.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:

7.1.1. 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.

7.1.2. 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.

7.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

7.2. If Condition A exists, the Contractor must 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.

7.3. If Condition B or Condition C exists, the Contractor must submit an annual **financial audit** performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

7.4. 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.

7.5. 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 must 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.

7.6. In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings that addresses any and all findings.

7.7. The Contractor must ensure the corrective action plan uses SMART goals and objectives, and includes:

7.7.1. The action(s) that shall be taken to correct each deficiency;

7.7.2. The action(s) that shall be taken to prevent the reoccurrence of each deficiency;

7.7.3. The specific steps and time line for implementing the actions above;

7.7.4. The plan for monitoring to ensure that the actions above are effective; and

7.7.5. How and when the Contractor shall report to the Department on progress on implementation and effectiveness

8. Exhibits Incorporated

8.1. 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.

8.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

8.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

9. Reporting Requirements

9.1. The Contractor shall report individual demographic data in WITS for all BDAS funded individuals as specified in the current WITS User Guide.

9.2. The Contractor shall report individual National Outcome Measures (NOMS) data in WITS for:

9.2.1. 100% of all individuals at admission.

9.2.2. 100% of all individuals who are discharged.

9.3. The Contractor shall report all data *necessary* for *calculation* of the following performance measures in WITS and as specified in the WITS User Guide:

9.3.1. Initiation: Percentage of individuals accessing services within 14 days of screening;

9.3.2. Engagement: Percentage of individuals receiving three (3) or more eligible services within 34 days of screening;

9.3.3. Retention: Percentage of individuals receiving six (6) or more eligible services within 60 days of screening;

9.3.4. Treatment completion: Percentage of individuals completing treatment; and

9.3.5. National Outcome Measures (NOMS):

9.3.5.1. Reduction in/no change in the frequency of both alcohol and other drug substance use at discharge compared date of first service.

9.3.5.2. Increase in/no change in number of individuals employed or in school on the date of last service compared to first service.

9.3.5.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service.

9.3.5.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service.

9.3.5.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service.

9.4. The Contractor shall report all other data, as specified in the WITS User Guide, to support the Department's analysis and reporting on demographics, performance, services and other factors as determined by the Department and in a format specified by the Department.

9.5. The Contractor shall complete monthly contract compliance reporting no later than the 10th day of the month following the reporting month in a format determined and as requested by the Department.

9.6. The Contractor shall submit quarterly contract compliance reporting no later than the 10th day of following month in a format determined and as requested by the Department.

9.7. The Contractor shall report all critical incidents to the Department in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

9.7.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well- being, including but not limited to:

9.7.1.1. Abuse;

9.7.1.2. Neglect;

9.7.1.3. Exploitation;

9.7.1.4. Rights violation;

9.7.1.5. Missing person;

9.7.1.6. Medical emergency;

9.7.1.7. Restraint; or

9.7.1.8. Medical error.

9.8. The Contractor shall submit additional information regarding critical incidents to the Department as requested and required.

9.9. The Contractor shall report critical incidents to other agencies as required by law.

9.10. The Contractor shall notify the Department in writing of all contact with law enforcement as soon as possible and no more than 24 hours following the incident.

9.11. The Contractor shall notify the Department in writing of all media contacts as soon as possible and no more than 24 hours following the incident.

9.12. The Contractor shall report in accordance with the Department's Sentinel Even Reporting guidance.

9.13. The Contractor shall refer to the current WITS User Guide for guidance on NOMS and other data reporting requirements.

10. Performance Measures

10.1. Contract performance shall be measured to evaluate service quality, and efficacy in mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses. The following performance measures will be used by the Department to evaluate selected vendor performance:

10.1.1. Initiation: Percentage of individuals accessing services within 14 days of screening;

10.1.2. Engagement: Percentage of individuals receiving three (3) or more eligible services within 34 days of screening;

10.1.3. Retention: Percentage of individuals receiving six (6) or more eligible services within 60 days of screening;

10.1.4. Treatment completion: Percentage of individuals completing treatment; and

10.1.5. National Outcome Measures (NOMS): The percentage of individuals out of all individuals discharged improved in at least three (3) out of five (5) of the following NOMS outcome criteria:

10.1.5.1. Reduction in/no change in the frequency of both alcohol and other drug substance use at discharge compared to the period of 7 days before and the date of first service during an episode of care (or previous episode of care for individuals referred for services from a different BDAS contracted SUD treatment provider).

10.1.5.2. Increase in/no change in number of individuals employed or in school on the date of last service compared to first service.

10.1.5.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service.

10.1.5.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service.

10.1.5.5. Increase in/no change in number of individuals participating in community support services at last service compared to

first service.

10.2. The Contractor shall meet or exceed baseline performance requirements as determined by the Department.

10.2.1. The Department will actively and regularly collaborate with the Contractor to develop a performance improvement structure that will enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

10.2.2. The Department may identify expectations for active and regular collaboration, including key performance measures, in this Agreement. Where applicable, the Contractor must collect and share data with the Department, as requested and in a format specified by the Department.

10.3. The Contractor shall participate in all quality improvement activities to ensure the standard of care for individuals, as directed and requested by the Department, including, but not limited to:

10.3.1. Electronic and in-person individual record reviews.

10.3.2. Site visits.

10.3.3. Training and technical assistance activities.

10.4. The Contractor shall monitor and manage the utilization of levels of care and service array to ensure services are offered through the term of the contract to maintain a consistent service capacity for SUD treatment and recovery support services statewide by monitoring the capacity such as staffing and other resources to consistently and evenly deliver these services.

10.5. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

10.6. The Contractor shall participate in quarterly meetings with the Department to ensure compliance with the contractual requirements.

10.7. The Contractor may be required to provide other key data and metrics to the Department, including individual-level demographic, performance, and service data.

10.8. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

11. Additional Terms

11.1. Impacts Resulting from Court Orders or Legislative Changes

11.1.1. 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.

11.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

11.2.1. The Contractor shall submit, within ten (10) days of the Agreement 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.

11.3. Credits and Copyright Ownership

11.3.1. If the Contractor wishes to publicly reference or market their use of American Society of Addiction Medicine (ASAM) criteria, or utilize language related to American Society of Addiction Medicine levels of care in promotion or marketing of their services, the Contractor must agree to sign and have in effect, the End User License Agreement with the State of New Hampshire prior to publicly referencing or marketing their services as such. The Contractor shall comply with the terms of Appendix F, End User License Agreement, or the Contractor shall not be permitted to publicly reference or market their use of anything related to ASAM.

11.3.2. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

11.3.3. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

11.3.4. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

11.3.4.1. Brochures.

11.3.4.2. Resource directories.

11.3.4.3. Protocols or guidelines.

11.3.4.4. Posters.

11.3.4.5. Reports.

11.3.5. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

11.4. Operation of Facilities: Compliance with Laws and Regulations

11.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement 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.

11.4.2. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.

11.4.3. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.

11.4.4. The Contractor shall ensure facilities where services are provided meet all the applicable laws, rules, policies, and standards.

11.4.5. The Contractor shall submit a transition plan for Department approval no later than 30 days from the contract effective date of the resulting contract that specifies actions to be taken in the event that the selected vendor can no longer provide services. The selected Contractor shall ensure the transition plan includes, but is not limited to:

11.4.5.1. An action plan that ensures the seamless transition of individuals to alternative providers with no gap in services;

11.4.5.2. Where and how individual records will be transferred to ensure no gaps in services, ensuring the Department is

not identified as the entity responsible for individual records; and

11.4.5.3. Individual notification processes and procedures for transitioning records.

11.4.6. The Contractor shall comply with applicable federal and state laws, rules and regulations, applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.

11.4.7. The Contractor shall comply with all information security and privacy requirements as set by the Department.

11.5. Eligibility Determinations

11.5.1. If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

11.5.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

11.5.3. In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

11.5.4. The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

11.6. Records

11.6.1. The Contractor shall keep records that include, but are not limited to:

11.6.1.1. 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.

11.6.1.2. 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.

11.6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.

11.6.1.4. Medical records on each individual who receives services.

11.6.2. During the term of this Agreement 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 Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) 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 Operational Requirements

1. **Requirements for Organizational or Program Changes.**
   - 1.1. The Contractor shall provide written notification to the no later than 30 days prior to changes in:
     - 1.1.1. Ownership;
     - 1.1.2. Physical location; or
     - 1.1.3. Name.
   - 1.2. The Contractor shall submit a copy of the certificate of amendment from the New Hampshire Secretary of State with the effective date of the change to the Department, when there is a change in the name of the ownership, physical location, or name of the organization,
2. **Inspections and Administrative Remedies**
   - 2.1. The Contractor shall allow any Department representative at any time to be admitted on the premises to inspect:
     - 2.1.1. The facility;
     - 2.1.2. All programs and services provided through this Agreement; and
     - 2.1.3. Any records required by the Agreement.
   - 2.2. The Contractor shall be issued a notice of deficiencies when the Department determines that the Contractor is in violation of any contract requirements. The Contractor shall receive written notice from the Department, as applicable which:
     - 2.2.1. Identifies each deficiency;
     - 2.2.2. Identifies the specific proposed remedy(ies); and
     - 2.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 541-A and NH Administrative Rule He-C 200.
   - 2.3. The Contractor shall receive administrative remedies from the Department for violations of contract requirements, which may include, but is not limited to:
     - 2.3.1. The requirement to submit a plan of correction (POC).
     - 2.3.2. The imposition of a POC by the Department.
     - 2.3.3. Contract suspension.
     - 2.3.4. Contract Revocation.
3. **Plans of Corrective Action**
   - 3.1. The Contractor shall submit a written POC to the Department within 21 days of receiving a notice of deficiencies, for review and acceptance. The Contractor shall ensure the POC includes, but is not limited to:
     - 3.1.1. Steps to be taken to correct each deficiency.

3.1.2. Measures that will be put in place.

3.1.3. System changes to be made to ensure that the deficiency does not recur.

3.1.4. The date by which each deficiency will be corrected, ensuring the correction occurs no later than 90 days from the date the POC is submitted to the Department.

3.2. The Contractor shall ensure each POC:

3.2.1. Achieves compliance with contract requirements;

3.2.2. Addresses all deficiencies and deficient practices as cited in the notice of deficiencies; and

3.2.3. Mitigates the likelihood of a new violation of contract requirements as a result of implementation of the POC.

3.3. The Department shall notify the Contractor of the reasons for rejection of the POC, if the POC is not accepted. The Contractor shall:

3.3.1. Develop and submit a revised POC within 21 days of the date of the written notification of POC rejections.

3.3.2. Ensure the revised POC complies with POC standards identified above.

3.4. The Contractor shall be subject to a directed POC from the Department that specifies the corrective actions to be taken when:

3.4.1. Deficiencies were identified during an inspection that require immediate corrective action to protect the health and safety of the individuals receiving services or staff providing services.

3.4.2. The original POC is not submitted within 21 days of the date of the written notification of deficiencies;

3.4.3. The revised POC is rejected by the Department; or

3.4.4. The POC is not implemented by the completion date identified in the Department-accepted POC.

3.5. The Contractor shall admit and allow the Department access to the premises and records related to the Department-accepted POC, after the completion date identified in the POC, in order to verify the implementation of the POC, which may include, but is not limited to:

3.5.1. Review of materials submitted by the Contractor;

3.5.2. Follow-up inspection; or

3.5.3. Review of compliance during the next scheduled inspection.

4. Duties and Responsibilities

4.1. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to individuals on an ongoing basis.

4.2. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.

4.3. The Contractor shall employ an administrator responsible for the day-to-day operations of services provided in this Agreement. The Contractor shall:

4.3.1. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and

4.3.2. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor, the staff position(s) to be delegated, and the authority and responsibility to act in the administrator's behalf when the administrator is absent.

4.4. The Contractor shall ensure the following documents are posted in a public area:

4.4.1. A copy of the Contractor's policies and procedures relative to the implementation of rights and responsibilities for individuals receiving services, including confidentiality per 42 CFR Part 2; and

4.4.2. The Contractor's plan for fire safety, evacuation, and emergencies, identifying the location of, and access to all fire exits.

4.5. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the Department.

4.6. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the Department, and all court orders.

4.7. The Contractor shall follow the required procedures for the care of the individuals, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007 for residential programs, if the Contractor accepts an individual who is known to have a disease reportable under NH Administrative Rule He-P 301, or an infectious disease.

4.8. The Contractor shall comply with state and federal regulations on confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12.

4.9. The Contractor shall develop policies and procedures regarding the release of information contained in individual service records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.

4.10. The Contractor shall ensure all records relating to services provided through this Agreement are legible, current, accurate, and available to the Department during an inspection or investigation.

4.11. The Contractor shall ensure service site(s) are accessible to individuals with a disability, using Americans with Disabilities Act (ADA) accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq. The Contractor shall ensure service sites include:

4.11.1. A reception area separate from living and treatment areas;

4.11.2. A private space for personal consultation, charting, treatment and social activities, as applicable;

4.11.3. Secure storage of active and closed confidential individual records; and

4.11.4. Separate and secure storage of toxic substances.

4.12. The Contractor shall establish a code of ethics for staff that includes a mechanism for reporting unethical conduct.

4.13. The Contractor shall develop, implement, and maintain specific policies, including:

4.13.1. Rights, grievance, and appeals policies and procedures for individuals receiving services;

4.13.2. Progressive discipline, leading to administrative discharge;

4.13.3. Reporting and appealing staff grievances;

4.13.4. Alcohol and other drug use while in treatment;

4.13.5. Individual and employee smoking that are in compliance with Exhibit B, Section 3.16;

4.13.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;

4.13.7. Holding an individual's possessions;

4.13.8. Secure storage of staff medications;

4.13.9. Medication belonging to individuals receiving services;

4.13.10. Urine specimen collection, as applicable, that:

4.13.10.1. Ensures collection is conducted in a manner that preserves individual privacy as much as possible; and

4.13.10.2. Minimizes falsification;

4.13.11. Safety and emergency procedures on:

4.13.11.1. Medical emergencies;

4.13.11.2. Infection control and universal precautions, including the use of protective clothing and devices;

4.13.11.3. Reporting injuries;

4.13.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures; and

4.13.11.5. Emergency closings,;

4.13.12. The Contractor shall develop, implement and maintain procedures for:

4.13.12.1. Protection of individual records that govern use of records, storage, removal, conditions for release of information, and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and

4.13.12.2. Quality assurance and improvement.

5. Collection of Fees.

5.1. The Contractor shall maintain procedures regarding collections from individual fees, private or public insurance, and other payers responsible for the individual's finances; and

5.2. The Contractor shall provide the individual, and the individual's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge at the time of screening and admission,

6. Screening and Denial of Services

6.1. The Contractor shall maintain a record of all individual screenings, including:

6.1.1. The individual's name and/or unique identifier;

6.1.2. The individual's referral source;

6.1.3. The date of initial contact from the individual or referring agency;

6.1.4. The date of screening; and

6.1.5. The result of the screening, including the reason for denial of services if applicable;

6.2. The Contractor shall record all referrals to and coordination with the Doorway and interim services, or the reason that the referral was not made, for any individual who is placed on a waitlist. The Contractor shall:

6.2.1. Record all contact with the individual between screening and removal from the waitlist; and

6.2.2. Record the date the individual was removed from the waitlist and the reason for removal.

6.3. In the instance an individual requesting services is denied service(s), the Contractor shall:

6.3.1. Inform the individual of the reason for denial of service(s); and

6.3.2. Assist the individual in identifying and accessing appropriate available treatment.

6.4. The Contractor shall not deny services to an individual solely because the individual:

6.4.1. Previously left treatment against the advice of staff;

6.4.2. Relapsed from an earlier treatment;

6.4.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or

6.4.4. Has been diagnosed with a mental health disorder.

6.5. The Contractor shall report on denial of services to individuals at the request of the Department.

7. **Staffing Requirements**

7.1. The Contractor shall develop a current job descriptions for all staff, including contracted staff, volunteers, and student interns, which includes:

7.1.1. Job title;

7.1.2. Physical requirements of the position;

7.1.3. Education and experience requirements of the position;

7.1.4. Duties of the position;

7.1.5. Positions supervised; and

7.1.6. Title of immediate supervisor.

7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which includes, but is not limited to:

7.2.1. Requiring a prospective employees to sign a releases to allow the Contractor to conduct a criminal record check;

7.2.2. Requiring the administrator or designee to obtain and review criminal record checks from the New Hampshire Department of Safety for each prospective employee;

7.2.3. Ensuring criminal record check standards are reviewed to ensure the health, safety, or well-being of individuals, beyond which shall be reason for non-selection for employment, including the following:

7.2.3.1. Felony convictions in this or any other state;

7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and

7.2.3.3. Findings by the Department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and

7.2.4. Waiver of 7.2.3 above for good cause shown.

7.3. The Contractor shall ensure all staff, which includes contracted staff, meet the educational, experiential, and physical qualifications of the position as listed in their job description. The Contractor shall ensure staff:

7.3.1. Do not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;

7.3.2. Are licensed, registered or certified as required by state statute and as applicable;

7.3.3. Receive an orientation within the first three (3) days of work or prior to direct contact with individuals, which includes:

7.3.3.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;

7.3.3.2. The Contractor's policies on the rights, responsibilities, and complaint procedures for individuals receiving services;

7.3.3.3. Federal and state confidentiality requirements;

7.3.3.4. Grievance procedures;

7.3.3.5. Job duties, responsibilities, policies, procedures, and guidelines;

7.3.3.6. Topics covered by both the administrative and personnel manuals;

7.3.3.7. The Contractor's infection prevention program;

7.3.3.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of staff in an emergency; and

7.3.3.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and

7.3.4. Sign and date documentation that they have taken part in an orientation as described above;

7.3.5. Complete a mandatory annual in-service education, which includes a review of all elements described above.

7.4. The Contractor shall ensure, prior to having contact with individuals receiving services, that employees and contracted employees:

7.4.1. Submit proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:

7.4.1.1. The name of the examinee;

7.4.1.2. The date of the examination;

7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;

7.4.1.4. Results of a 2-step TB test, Mantoux method or other method approved by the Centers for Disease Control; and

7.4.1.5. The dated signature of the licensed health practitioner.

7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and

7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium TB through shared air space with persons with infectious TB.

7.5. The Contractor shall ensure employees, contracted employees, volunteers and independent Contractors who have direct contact with individuals who have a history of TB or a positive skin test have a symptomatology screen of a TB test.

7.6. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student intern, volunteer, and contracted staff, which includes, but is not limited to:

7.6.1. A completed application for employment or a resume.

7.6.2. Identification data.

7.6.3. The education and work experience of the employee.

7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:

7.6.4.1. Position title;

7.6.4.2. Qualifications and experience; and

7.6.4.3. Duties required by the position.

7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable.

7.6.6. A signed and dated record of orientation as required above.

7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable.

7.6.8. Records of screening for communicable diseases results required above.

7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary.

7.6.10. Documentation of annual in-service education as required above that includes date of completion and signature of staff.

7.6.11. Information as to the general content and length of all continuing education or educational programs attended;

7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the individual's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy;

7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that the individual:

7.6.13.1. Does not have a felony conviction in this or any other state;

7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect, or exploitation or pose a threat to the health, safety or well-being of an individual; and

7.6.13.3. Has not had a finding by the Department or any administrative agency in NH or any other state for assault, fraud, abuse, neglect or exploitation of any person; and

7.6.14. Documentation of the criminal records check and any waivers, as applicable.

7.7. An individual need not re-disclose any of the matters in the criminal background check if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.

8. **Clinical Supervision of Unlicensed Counselors**

8.1. The Contractor shall ensure all unlicensed counselors providing treatment, education and/or recovery support services; and all uncertified CRSWs, are under the direct supervision of a licensed supervisor.

8.2. The Contractor shall ensure no licensed supervisor supervises more than 12 unlicensed staff, unless the Department has approved an alternative supervision plan.

8.3. The Contractor shall ensure unlicensed counselors receive a minimum of one (1) hour of supervision for every 20 hours of direct contact with individuals receiving services;

8.4. The Contractor ensures supervision is provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;

8.5. The Contractor shall ensure supervision includes:

8.5.1. Review of case records;

8.5.2. Observation of interactions with individuals receiving services;

8.5.3. Skill development; and

8.5.4. Review of case management activities;

8.6. The Contractor shall ensure supervisors maintain a log of the supervision date, duration, content and who was supervised by whom; and

8.7. The Contractor shall ensure staff licensed or certified shall receive supervision in accordance with the requirement of their licensure.

9. Orientation for Individuals Receiving Services

9.1. The Contractor shall conduct an orientation for individuals receiving services upon admission to program, either individually or by group, that includes:

9.1.1. Rules, policies, and procedures of the program and facility;

9.1.2. Requirements for successfully completing the program;

9.1.3. The administrative discharge policy and the grounds for administrative discharge;

9.1.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and

9.1.5. Requiring the individual to sign and date a receipt that the orientation was conducted.

10. Treatment Plans

10.1. The Contractor shall ensure a licensed counselor or an unlicensed counselor, under the supervision of a licensed counselor, develops and maintains a written treatment plan for each individual receiving services in accordance with SAMHSA TAP 21: Addiction Counseling Competencies, which addresses all ASAM domains. The Contractor shall ensure the treatment plan:

10.1.1. Identifies the individual's clinical needs, treatment goals, and objectives.

10.1.2. Identifies the individual's strengths and resources for achieving goals and objectives above;

10.1.3. Defines the strategy for providing services to meet the individual's needs, goals, and objectives;

10.1.4. Identifies and documents referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;

10.1.5. Provides the criteria for terminating specific interventions;

10.1.6. Includes specification and description of the indicators to be used to assess the individual's progress;

10.1.7. Includes documentation of participation in the treatment planning process or the reason why the individual did not participate; and

10.1.8. Includes signatures of the individual and the counselor agreeing to the treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.

10.1.9. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB.

11. Group education and counseling

11.1. The Contractor shall maintain an outline of each educational and group therapy session provided.

11.2. The Contractor shall ensure all group counseling sessions are limited to 12 individuals or fewer per counselor.

12. Progress notes

12.1. The Contractor shall ensure progress notes are completed for each individual, group, or family treatment or education session.

12.2. The Contractor shall ensure progress notes include, but not limited to:

12.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;

12.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and

12.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session.

13. Discharge and Transfer

13.1. The Contractor shall discharge an individual from a program for the following reasons:

13.1.1. Program completion or transfer based on changes in the individual's functioning relative to ASAM criteria;

13.1.2. Program termination, including:

13.1.2.1. Administrative discharge;

13.1.2.2. Non-compliance with the program;

13.1.2.3. The individual left the program before completion against advice of treatment staff; and

13.1.3. The individual is inaccessible, due to reasons that may include incarceration or hospitalization.

13.2. The Contractor shall ensure that counselors complete a narrative discharge summary in all cases of individual discharge or transfer. The Contractor shall ensure the discharge summary includes, but is not limited to:

13.2.1. The dates of admission and discharge or transfer.

13.2.2. The individual's psychosocial substance misuse history and legal history.

13.2.3. A summary of the individual's progress toward treatment goals in all ASAM domains.

13.2.4. The reason for discharge or transfer.

13.2.5. The individual's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment.

13.2.6. A summary of the individual's physical and mental health condition at the time of discharge or transfer.

13.2.7. A continuing care plan, including all ASAM domains.

13.2.8. A determination as to whether the individual would be eligible for re-admission to treatment, if applicable.

13.2.9. The dated signature of the counselor completing the summary.

13.3. The Contractor shall ensure the discharge summary is completed:

13.3.1. No later than seven (7) days following an individual's discharge or transfer from the program; or

13.3.2. For withdrawal management services, by the end of the next business day following an individual's discharge or transfer from the program.

13.4. The Contractor shall ensure, when transferring an individual from one level of care to another within the same certified Contractor agency or to another treatment provider, the counselor:

13.4.1. Completes a progress note on the client's treatment and progress towards treatment goals, to be included in the individual's record; and

13.4.2. Updates the individual assessment and treatment plan.

13.5. The Contractor shall forward copies of the information to a receiving provider when transferring an individual to another treatment provider, upon receiving a signed release of confidential information from the individual. The Contractor shall ensure information includes:

13.5.1. The discharge summary;

13.5.2. Individual demographic information, including the individual's name, date of birth, address, telephone number, and the last four (4) digits of their Social Security number; and

13.5.3. A diagnostic assessment statement and other assessment information, including:

13.5.3.1. TB test results;

13.5.3.2. A record of the individual's treatment history; and

13.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.

13.6. The Contractor shall ensure the counselor meets with the individual at the time of discharge or transfer to establish a continuing care plan. The Contractor shall ensure the continuing care plan:

13.6.1. Includes recommendations for continuing care in all ASAM domains;

13.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and

13.6.3. Assists the individual in making contact with other agencies or services.

13.7. The Contractor shall ensure the counselor documents, in the individual's service record, if and why the meeting described above could not take place.

13.8. The Contractor shall ensure individuals receiving services through this Agreement are only administratively discharged for the following reasons:

13.8.1. The individual's behavior on program premises is abusive, violent, or illegal;

13.8.2. The individual is non-compliant with prescription medications;

13.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the individual's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or

13.8.4. The individual violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

14. Individual Service Record System

14.1. The Contractor shall implement a comprehensive system in paper and/or electronic format to maintain service records for each individual receiving services. The Contractor shall ensure service records are:

14.1.1. Organized into related sections with entries in chronological order;

14.1.2. Easy to read and understand;

14.1.3. Complete, containing all the parts;

14.1.4. In compliance with all applicable confidentiality laws, including 42 CFR Part 2 and Exhibit K;

14.1.5. Up-to-date, including notes of most recent contacts; and

14.1.6. Accessible to the Department upon request.

14.2. The Contractor shall ensure service records are organized as follows:

14.2.1. First section, Intake/Initial Information:

14.2.1.1. Identification data, including the individual's:

14.2.1.1.1. Name;

14.2.1.1.2. Date of birth;

14.2.1.1.3. Address;

14.2.1.1.4. Telephone number; and

14.2.1.1.5. The last four (4) digits of the individual's Social Security number;

14.2.1.2. The date of admission;

14.2.1.3. Name, address, and telephone number of the individual's:

14.2.1.3.1. Legal guardian;

14.2.1.3.2. Representative payee;

14.2.1.3.3. Emergency contact;

14.2.1.3.4. The person or entity referring the individual for services, as applicable;

14.2.1.3.5. Primary health care provider;

14.2.1.3.6. Behavioral health care provider, if applicable;

14.2.1.3.7. Public or private health insurance provider(s), or both;

14.2.1.4. The individual's religious preference, if any;

14.2.1.5. The individual's personal health history;

14.2.1.6. The individual's mental health history;

14.2.1.7. Current medications;

14.2.1.8. Records and reports prepared prior to the individual's current admission and determined by the counselor to be relevant; and

14.2.1.9. Signed receipt of notification of individual rights;

14.2.2. Second section, Screening/Assessment/Evaluation:

14.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit B.

14.2.3. Third section, Treatment Planning:

14.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Exhibit B and in this Exhibit B-1; and

14.2.3.2. Signed and dated progress notes and reports from all programs involved.

14.2.4. Fourth section, Discharge Planning:

14.2.4.1. A narrative discharge summary, as required in this Exhibit B-1.

14.2.5. Fifth section, Releases of Information/Miscellaneous:

14.2.5.1. Release of information forms compliant with 42 CFR, Part 2;

14.2.5.2. Any correspondence pertinent to the individual; and

14.2.5.3. Any other pertinent information the Contractor deemed significant.

14.3. If the Contractor utilizes a paper format record system, then the sections identified above shall be tabbed sections.

15. Medication Services

15.1. The Contractor shall ensure no administration of medications, including physician samples, occur except by a licensed medical practitioner working within their scope of practice.

15.2. The Contractor shall ensure all prescription medications brought by an individual to program are in their original containers and legibly display the following information:

15.2.1. The individual's name;

15.2.2. The medication name and strength;

15.2.3. The prescribed dose;

15.2.4. The route of administration;

15.2.5. The frequency of administration; and

15.2.6. The date ordered.

15.3. The Contractor shall ensure any change or discontinuation of prescription medications includes a written order from a licensed practitioner.

15.4. The Contractor shall ensure all prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the individual's person or stored in the individual's room, are stored as follows: DS

15.4.1. All medications are kept in a storage area that is:

15.4.1.1. Locked and accessible only to authorized personnel;

15.4.1.2. Organized to allow correct identification of each individual's medication(s);

15.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and

15.4.1.4. Equipped to maintain medication at the proper temperature;

15.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, are kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and

15.4.3. Topical liquids, ointments, patches, creams and powder forms of products are stored in a manner such that cross-contamination with oral, optic; ophthalmic, and parenteral products shall not occur.

15.5. The Contractor shall ensure medication belonging to staff are only accessible to staff and are stored separately from medications belonging to individuals served.

15.6. The Contractor shall ensure over-the-counter (OTC) medications brought into the program by individuals receiving services are:

15.6.1. In original, unopened containers;

15.6.2. Are stored in accordance with this Exhibit B-1;

15.6.3. Are marked with the name of the individual using the medication; and

15.6.4. Are taken in accordance with the directions on the medication container or as ordered by a licensed practitioner.

15.7. The Contractor shall ensure all medications self-administered by an individual, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the individual without supervision, are supervised by the program staff. The Contractor shall ensure staff:

15.7.1. Remind the individual to take the correct dose of their medication at the correct time;

15.7.2. May open the medication container but do not physically handle the medication itself in any manner; and

15.7.3. Remain with the individual to observe them taking the prescribed dose and type of medication;

15.7.4. Document each medication taken in an individual's medication log, which includes:

15.7.4.1. The medication name, strength, dose, frequency and route of administration;

15.7.4.2. The date and the time the medication was taken;

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15.7.4.3. The signature or identifiable initials of the staff supervising the consumption of the medication by the individual receiving services; and

15.7.4.4. The reason for any medication refused or omitted, as applicable.

15.8. The Contractor shall ensure the individual's medication log is included in the individual's record and any remaining medication is taken with the individual upon their discharge.

16. Notice of Rights for Individuals Receiving Services

16.1. The Contractor shall ensure programs inform individuals of their rights in clear, understandable language and form, both verbally and in writing. The Contractor shall ensure:

16.1.1. Applicants for services are informed of their rights to evaluations and access to treatment;

16.1.2. Individuals are advised of their rights upon entry into any program and annually thereafter; and

16.1.3. Initial and annual notifications of individual rights are documented in the individual's record.

16.2. The Contractor shall ensure every program within the service delivery system posts notice of the rights, as follows:

16.2.1. The notice is continually posted in an area accessible by all;

16.2.2. The notice is presented in clear, understandable language and form; and

16.2.3. Each program and residence has, on the premises, complete copies of rules pertaining to individual rights that are available for individual review.

17. Fundamental Rights of Individuals Receiving Services

17.1. The Contractor shall ensure no individual receiving treatment for a substance use disorder is deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.

18. Personal Rights

18.1. The Contractor shall ensure individuals who are applicants for services or receiving services are treated by program staff with dignity and respect at all times.

18.2. The Contractor shall ensure individuals are free from abuse, neglect and exploitation which may include, but is not limited to:

18.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;

18.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the individual or others; and

18.2.3. Freedom from personal or financial exploitation.

18.3. The Contractor shall ensure individuals receiving services retain the right to privacy.

19. Client Confidentiality

19.1. The Contractor shall comply with the confidentiality requirements in 42 CFR part 2.

19.2. The Contractor shall ensure copies of individual service records for the individual, attorney or other authorized person are available at no charge for the first 25 pages and not more than $0.25 per page thereafter, after review of the record.

19.3. The Contractor shall ensure, if a minor age 12 or older is treated for substance use disorders without parental consent as authorized by RSA 318:B12-a:

19.3.1. The minor's signature alone authorizes a disclosure; and

19.3.2. Any disclosure to the minor's parents or guardians requires a signed authorization to release.

20. Grievances of Individuals Receiving Services

20.1. The Contractor shall ensure individuals receiving services have the right to complain about any matter, including any alleged violation of a right afforded by this Exhibit B-1 or by any state or federal law or rule.

20.2. The Contractor shall ensure any person has the right to complain or bring a grievance on behalf of an individual or a group of individuals.

21. Treatment Rights

21.1. The Contractor shall ensure individuals receiving services have the right to adequate and humane treatment, including:

21.1.1. The right of access to treatment including:

21.1.1.1. The right to evaluation to determine an individual's need for services and to determine which programs are most suited to provide the services needed; and

21.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and

21.1.2. The right to quality treatment including:

21.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the individuals and

programs providing the treatment and to the conditions for which the individual is being treated;

21.1.3. The right to receive services in such a manner as to promote the individual's full participation in the community;

21.1.4. The right to receive all services or treatment to which an individual is entitled in accordance with the time frame set forth in the individual's treatment plan;

21.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with this Exhibit B-1 which addresses the individual's own goals;

21.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the individual to participate in meaningful activities in the communities in which the individual lives and works;

21.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:

21.1.7.1. Freedom of movement; and

21.1.7.2. Participation in the community, while providing the level of support needed by the individual;

21.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:

21.1.8.1. Whenever possible, the consent shall be given in writing; and

21.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;

21.1.9. The right to refuse to participate in any form of experimental treatment or research;

21.1.10. The right to be fully informed of one's own diagnosis and prognosis;

21.1.11. The right to voluntary placement including the right to:

21.1.11.1. Seek changes in placement, services or treatment at any time; and

21.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;

21.1.12. The right to services which promote independence including services directed toward:

21.1.12.1. Eliminating, or reducing as much as possible, the individual's needs for continued services and treatment; and

21.1.12.2. Promoting the ability of the individuals to function at their highest capacity and as independently as possible;

21.1.13. The right to refuse medication and treatment;

21.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;

21.1.15. The right to consultation and second opinion including:

21.1.15.1. At the individual's own expense, the consultative services of:

21.1.15.1.1. Private physicians;

21.1.15.1.2. Psychologists;

21.1.15.1.3. Licensed drug and alcohol counselors; and

21.1.15.1.4. Other health practitioners; and

21.1.15.2. Granting to such health practitioners reasonable access to the individual, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;

21.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring an individual's participation and informed decision-making:

21.1.16.1. Guardian;

21.1.16.2. Representative;

21.1.16.3. Attorney;

21.1.16.4. Family member;

21.1.16.5. Advocate; or

21.1.16.6. Consultant; and

21.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical, or pharmacological restraint, unless the individual is at risk of self-harm or harm to others.

21.2. The Contractor shall ensure no treatment professional is required to administer treatment contrary to such professional's clinical judgment.

21.3. The Contractor shall ensure programs maximize the decision-making authority of the individual.

21.4. The Contractor shall ensure the following provisions apply to individuals for whom a guardian has been appointed by a court:

21.4.1. The guardian and all individuals involved in the provision of services are made aware of the individual's views, preferences and aspirations;

21.4.2. A guardian only makes decisions that are within the scope of the powers set forth in the guardianship order issued by the court;

21.4.3. The program requests a copy of the guardianship order from the guardian;

21.4.4. The order is kept in the individual's record at the program;

21.4.5. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the individual's choice and preference relative to those issues prevail unless the guardian's authority is expanded by the court to include those issues;

21.4.6. A program takes steps that are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:

21.4.6.1. Reviewing with the guardian the limits on their decision-making authority; and

21.4.6.2. Bringing the matter to the attention of the court that appointed the guardian, if necessary;

21.4.7. The guardian acts in a manner that furthers the best interests of the individual;

21.4.8. In acting in the best interests of the individual, the guardian takes the views, preferences, and aspirations of the individual into consideration;

21.4.9. The program takes steps that are necessary to prevent a guardian from acting in a manner that does not further the best interests of the individual and, if necessary, brings the matter to the attention of the court that appointed the guardian; and

21.4.10. In the event that there is a dispute between the program and the guardian, the program informs the guardian of their right to bring the dispute to the attention of the court that appointed the guardian.

22. Termination of Services

22.1. The Contractor shall terminate an individual from services if the individual:

22.1.1. Endangers or threatens to endanger other individuals or staff, or engages in illegal activity on the property of the program;

22.1.2. Is no longer benefiting from the service(s) provided;

22.1.3. Cannot agree with the Contractor on a mutually acceptable course of treatment;

22.1.4. Refuses to pay for the services received despite having the financial resources to do so; or

22.1.5. Refuses to apply for benefits that could cover the cost of the services received despite the fact that the individual is or may be eligible for benefits.

22.2. The Contractor shall ensure termination does not occur unless the program has given both written and verbal notice to the individual and individual's guardian, if any, that:

22.2.1. Identifies the effective date of termination;

22.2.2. Lists the clinical or management reasons for termination; and

22.2.3. Explains the rights to appeal and the appeal process.

22.3. The Contractor shall document in the service record of an individual who has been terminated that:

22.3.1. The individual has been notified of the termination; and

22.3.2. The termination has been approved by the program administrator.

23. Rights for Individuals Receiving Residential Programs

23.1. The Contractor shall ensure individuals of residential programs retain the following rights:

23.1.1. The right to a safe, sanitary, and humane living environment;

23.1.2. The right to privately communicate with others, including:

23.1.2.1. The right to send and receive unopened and uncensored correspondence;

23.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive a reasonable number of telephone calls, except that residential programs may require an individual to reimburse them for the cost of any calls made by the individual; and

23.1.2.3. The right to receive and to refuse to receive visitors, except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services;

23.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for individuals to engage in such activities;

23.1.4. The right to privacy, including the following:

23.1.4.1. The right to courtesies that include, but are not limited to, knocking on closed doors before entering and ensuring privacy for telephone calls and visits;

23.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and

23.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;

23.1.5. The right to individual choice, including the following:

23.1.5.1. The right to keep and wear their own clothes;

23.1.5.2. The right to space for personal possessions;

23.1.5.3. The right to keep and to read materials of their own choosing;

23.1.5.4. The right to keep and spend their own money; and

23.1.5.5. The right not to perform work for the Contractor and to be compensated for any work performed, except that:

23.1.5.5.1. Individuals may be required to perform personal housekeeping tasks within the individual's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and

23.1.5.5.2. Individuals may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the individual is compensated for work performed; and

23.1.5.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.

23.2. The Contractor shall ensure policies governing individual behavior within a residence are developed, implemented, and available to the Department as requested. The Contractor shall ensure:

23.2.1. Individuals are informed of any house policies upon admission to the residence.

23.2.2. House policies are posted and such policies shall conform to this section.

23.2.3. House policies are periodically reviewed for compliance with this section in connection with quality assurance site visits.

23.2.4. Notwithstanding Section 23.1.4.3 above, development of policies and procedures allowing searches for alcohol and illicit drugs to be conducted:

23.2.4.1. Upon the individual's admission to the program; and

23.2.4.2. If probable cause exists, including such proof as:

23.2.4.2.1. A positive test showing presence of alcohol or illegal drugs; or

23.2.4.2.2. Showing physical signs of intoxication or withdrawal.

24. State and Federal Requirements

24.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall take precedence. The requirements specified below are provided herein to increase the Contractor's compliance.

24.2. The Contractor agrees to the following state and/or federal requirements for specialty treatment for pregnant and parenting women:

24.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.

24.2.2. The program provides or arranges for primary medical care for women who are receiving substance use disorder services, including prenatal care.

24.2.3. The program provides or arranges for childcare with the women are receiving services.

24.2.4. The program provides or arranges for primary pediatric care for the women's children, including immunizations.

24.2.5. The program provides or arranges for gender-specific substance use disorder treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, neglect, and parenting.

24.2.6. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.

24.2.7. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.

24.3. The Contractor shall assist the individual in finding and engaging in a service, which may include, but is not limited to, helping the individual locate an appropriate provider, referring individuals to the needed service provider, setting up appointments for individuals with those providers, and assisting the individual with attending appointments with the service provider(s).

24.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:

24.4.1. Within seven (7) days of reaching 90% of capacity, the program notifies the Department that 90% capacity has been reached.

24.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug use not later than:

24.4.2.1. 14 days after making the request; or

24.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance use disorder treatment program.

24.4.3. The program has established a waitlist that includes a unique patient identifier for each injecting drug user seeking treatment, including individuals receiving interim services while awaiting admission.

24.4.4. The program has a mechanism that enables it to:

24.4.4.1. Maintain contact with individuals awaiting admission;

24.4.4.2. Admit or transfer waiting list individuals at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the individual; and

24.4.4.3. The program takes individuals awaiting treatment off the waiting list only when one of the following conditions exist:

24.4.4.3.1. Individuals cannot be located for admission into treatment or

24.4.4.3.2. Individuals refuse treatment

24.4.5. The program includes activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.

24.4.6. The program has procedures for:

24.4.6.1. Selecting, training, and supervising outreach workers.

24.4.6.2. Contacting, communicating, and following up with individuals at high-risk of substance misuse, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.

24.4.6.3. Promoting awareness among people who inject drugs about the relationship between injection drug use and communicable diseases.

24.4.6.4. Recommending steps that can be taken to ensure communicable diseases do not occur.

24.4.7. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance use disorder services, except in cases when each of the following conditions is met:

24.4.7.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.

24.4.7.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.

24.4.7.3. A physician makes a determination that the following conditions have been met:

24.4.7.3.1. The primary diagnosis of the individual is substance use disorder and the physician certifies that fact.

24.4.7.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.

24.4.7.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.

24.4.7.3.4. The hospital-based substance use disorder program follows national standards of substance use disorder professional practice.

24.4.7.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)

24.4.8. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.

24.4.9. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.

24.4.10. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.

24.4.11. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.

24.4.12. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.

24.4.13. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.

24.4.14. The program uses the SAPT Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:

24.4.14.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program; and

24.4.14.2. Secure payments from individuals for services in accordance with their ability to pay.

24.4.15. The Contractor shall comply with all relevant state and federal laws such as but not limited to:

24.4.15.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale in Exhibit C shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.

24.4.15.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 25.00%, federal funds from the Substance Abuse Prevention and Treatment Block Grant, as awarded October 1, 2020 and October 1, 2022, by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, CFDA 93.959 FAIN TI083464.
   1.2. 44.26%, federal funds from the State Opioid Response Grant, as awarded September 30, 2021, by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, CFDA # 93.788, FAIN TI083326, which are only ***effective from the contract effective date through September 29, 2022***.
   1.3. 12.88% General funds.
   1.4. 17.87% Other funds (Governors Commission).
2. For the purposes of this Agreement:
   2.1. The Department has identified the Contractor as a SUBRECIPIENT, in accordance with 2 CFR 200.331.
   2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
   2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
3. 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 item, as specified in Exhibit C-1, SUD Treatment Services Budget through Exhibit C-6, Integrated MAT Budget.
   3.1. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
   3.2. Ensure approval for Exhibit C-1, SUD Treatment Services Budget through Exhibit C-6, Integrated MAT Budget is received from the Department prior to submitting invoices for payment.
   3.3. Request payment for actual expenditures incurred in the fulfillment of this Agreement, and in accordance with the Department-approved budgets.
4. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 days from the contract Effective Date, which shall

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be incorporated by reference and retained by the Department. The Contractor shall submit budgets as follows:

4.1. One (1) budget for each tiered service that specifies expenses for the period from October 1, 2021 through June 30, 2022, as follows:

4.1.1. Exhibit C-1, SUD Treatment Services Budget

4.1.2. Exhibit C-2, Integrated MAT Budget

5. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2022, which shall be incorporated by reference and retained by the Department. The Contractor shall submit budgets as follows:

5.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2022 through June 30 2023, as follows:

5.1.1. Exhibit C-3, SUD Treatment Services Budget

5.1.2. Exhibit C-4, Integrated MAT Budget

6. The Contractor shall submit budgets for approval, in a form satisfactory to the Department, no later than 20 calendar days prior to July 1, 2023, which shall be incorporated by reference and retained by the Department. The Contractor shall submit budgets as follows:

6.1. One (1) budget for each tiered service that specifies expenses for the period from July 1, 2023 through September 29, 2023, as follows:

6.1.1. Exhibit C-5, SUD Treatment Services Budget

6.1.2. Exhibit C-6, Integrated MAT Budget

7. The Contractor shall bill and seek reimbursement for services provided to individuals as follows:

7.1. 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.

7.2. 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.

For individuals whose private insurer will not remit payment for the full amount, the Contractor shall bill the individual based on the sliding fee scale below.

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT C

Percentage of Individual's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit C-1, to Charge the Individual
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

7.3. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in approved budgets for which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor shall directly bill the Department to access funds in this Agreement.

7.4. Invoices for individuals without health insurance or other coverage for the services they receive, and for operational costs must include general ledger detail indicating the invoice is only for net expenses and must reflect only amounts up to the current Medicaid rate for the services provided.

7.5. Services provided to incarcerated individuals will be reimbursable only with General Funds and Governor Commission Funds for actual costs incurred, and payable upon Department approval.

8. Additional Billing Information for Room & Board for individuals receiving Medicaid who are in resdential or transitional living level of care and who have Opioid Use Disorder (OUD) or Stimulant Use Disorder, as defined in the SOR grant of which funding is only available ***from the contract effective date through September 29, 2022***.

8.1. The Contractor shall invoice the Department for Room and Board payments up to ***$100*** per day for individuals receiving Medicaid who also have OUD or Stimulant Use Disorders in residential level of care.

8.2. The Contractor shall invoice the Department for Room and Board payments up to ***$75*** per day for individuals receiving Medicaid who also have OUD or Stimulant Use Disorders in transition living level of care.

8.3. With the exception of room and board payments for transitional living, the Contractor shall not bill the Department for Room and Board payments In excess of ***$2,391,200.***

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8.4. The Contractor shall maintain documentation that includes, but is not limited to:

8.4.1. Medicaid ID of the individual receiving services.

8.4.2. WITS ID of the individual receiving services, if applicable.

8.4.3. Period for which room and board payments apply.

8.4.4. Level of Care for which the individual received services for the date range identified in 8.4.3.

8.4.5. Amount being billed to the Department for the service.

8.5. The Contractor shall ensure individuals receiving services rendered from SOR funds have a documented history or current diagnoses of Opioid Use Disorder (OUD) or Stimulant Use Disorders.

8.6. The Contractor shall coordinate ongoing client care for all individuals with documented history or current diagnoses of OUD or Stimulant Use Disorder, receiving services rendered from SOR funds, with Doorways in accordance with 42 CFR Part 2.

8.7. The Contractor shall only bill room and board for individuals with OUD and/or Stimulant Use Disorders that are Medicaid coded for either residential and/or transitional living services.

9. Non-Reimbursement for Services

9.1. The Department shall not reimburse the Contractor for services provided through this contract when a individual has or may have an alternative payer for services described in the Exhibit B, Scope of Work, including, but not limited to:

9.1.1. Services covered by any New Hampshire Medicaid programs for individuals who are eligible for New Hampshire Medicaid.

9.1.2. Services covered by Medicare for individuals who are eligible for Medicare.

9.2. Notwithstanding Section 9.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a individual needs a service that is not covered by the payers listed in Section 9.1.

9.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.

9.4. Notwithstanding Section 9.1 above, when payment of the deductible or copay would constitute a financial hardship for the individual, the Contractor shall seek reimbursement from the State for the deductible based on the sliding fee scale, not to exceed $4,000 per individual per treatment episode.

ET

9.5. For the purposes of this section, financial hardship is defined as the individual's monthly household income being less than the deductible plus the federally-defined monthly cost of living (COL), and

9.5.1. If the individual owns a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	$3,119.90	$3,964.90	$4,252.10	$4,798.80	$4,643.90

9.5.2. If the individual does not own a vehicle:

	Family Size				
Monthly COL	1	2	3	4	5+
	$2,570.90	$3,415.90	$3,703.10	$4,249.80	$4,643.90

10. The Contractor shall submit an invoice and supporting backup documentation to the Department no later than the 15th working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall:

10.1. Ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

10.2. Ensure invoices are net any other revenue received towards the services billed in fulfillment of this Agreement.

10.3. Ensure backup documentation includes, but is not limited to:

10.3.1. General Ledger showing revenue and expenses for the contract.

10.3.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.

10.3.2.1. Per 45 CFR Part 75.430(i)(1), charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.

10.3.2.2. Attestation and time tracking templates, which are available to the Department upon request.

10.3.3. Receipts for expenses within the applicable state fiscal year.

10.3.4. Cost center reports.

10.3.5. Profit and loss repors.

10.3.6. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.

10.3.7. Information requested by the Department verifying allocation or offset based on third party revenue received.

10.3.8. Summaries of patient services revenue and operating revenue and other financial infofrmation as requested by the Department.

11. The Contractor shall review and comply with further restrictions included in the Funding Opportunity Announcement (FOA).

12. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.invoicesforcontracts@dhhs.nh.gov, or invoices may be mailed to:

    Program Manager
    Department of Health and Human Services
    Bureau of Drug & Alcohol Services
    105 Pleasant Street
    Concord, NH 03301

13. The Contractor agrees that billing submitted for review 60 days after the last day of the billing month may be subject to non-payment.

14. The Department shall make payment to the Contractor within 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.

15. The final invoice shall be due to the Department no later than 40 days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

16. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.

17. 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.

18. 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.

19. 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.

20. Audits

    20.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if **any** of the following conditions exist:

        20.1.1. 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.

        20.1.2. 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.

        20.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

    20.2. 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.

    20.3. 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.

    20.4. 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.

    20.5. 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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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:
Elin Treanor

9/14/2021
Date

Name: Elin Treanor
Title: CFO

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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:

9/14/2021
Date

DocuSigned by:
Elin Treanor
Name: Elin Treanor
Title: CFO

DocuSign Envelope ID: 4820BF04-5ABC-41D0-BFC9-3E099607FC6A

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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 ET (OS)

Date 9/14/2021

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 (l)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

DocuSigned by:
Elin Treanor
0FBBF4647A63477

9/14/2021
Date

Name: Elin Treanor
Title: CFO

DS
ET
Contractor Initials

9/14/2021
Date

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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.

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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:
Elin Treanor
0E88F4D47A03477...

9/14/2021
Date

Name: Elin Treanor
Title: CFO

DocuSign Envelope ID: 4820BF04-5ABC-41D0-BFC9-3E099607FC6A

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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:
Elin Treanor

9/14/2021
Date

Name: Elin Treanor
Title: CFO

DS
ET
Contractor Initials

9/14/2021
Date

DocuSign Envelope ID: 4820BF04-5ABC-41D0-BFC9-3E099607FC6A

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HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions**.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501..

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Easter Seals New Hampshire, Inc
The State	Name of the Contractor
Signed by: Katja Fox	Signed by: Elin Treanor
Signature of Authorized Representative	Signature of Authorized Representative
Katja Fox	Elin Treanor
Name of Authorized Representative	Name of Authorized Representative
Director	CFO
Title of Authorized Representative	Title of Authorized Representative
9/15/2021	9/14/2021
Date	Date

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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:
Elin Treanor
0C88F0F7A4A34F0...

9/14/2021
Date

Name: Elin Treanor
Title: CFO

DS
ET
Contractor Initials

9/14/2021
Date

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 948500285

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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Contractor Initials ET

Date 9/14/2021

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.).

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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.

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Contractor Initials ET

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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