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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH

Lori A. Weaver  
Interim Commissioner

Katja S. Fox  
Director

129 PLEASANT STREET, CONCORD, NH 03301  
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March 28, 2023

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 contract with Integration Sciences, LLC (VC#434793), West Newbury, MA, in the amount of \$300,615 to conduct a behavioral health system crosswalk and gaps analysis in order to identify opportunities for New Hampshire to enhance services, reduce duplication and identify potential programmatic, funding, and policy opportunities that lead to improved integration within the behavioral health system and other healthcare and social systems to promote whole person health, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through January 31, 2024. 100% Federal Funds (ARPA).

Funds are available in the following account for State Fiscal Year 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.

**05-095-094-940010-24650000, Health & Social Svcs; Dept of Health & Human Svcs; HHS: New Hampshire Hospital, New Hampshire Hospital; ARPA DHHS Fiscal Recovery Funds**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Opr Svc	00FRF602PH 9510A	\$128,708
2024	102-500731	Contracts for Opr Svc	00FRF602PH 9510A	\$171,907
			<b>Total</b>	<b>\$300,615</b>

**EXPLANATION**

The purpose of this request is for the Contractor to conduct a behavioral health system crosswalk and gaps analysis in order to identify opportunities for New Hampshire to enhance services, reduce duplication and identify potential programmatic, funding, and policy opportunities that lead to improved integration within the behavioral health system and other healthcare and social systems to promote whole-person health.

The Contractor will identify and map current behavioral health programs, practices, and policies across the continuum of care, including prevention, intervention, treatment, recovery and harm reduction services; assess shared goals and gaps; conduct a crosswalk of the shared goals and gaps; facilitate work teams to improve integration, enhance services and identify programmatic, funding, and policy opportunities; and design sustainable assessment and management tools for the Department.

The Department will monitor services by reviewing the monthly progress reports and two final reports submitted by the Contractor, and through regularly scheduled meetings with the Contractor.

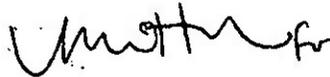
The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from November 30, 2022 through January 4, 2023. The Department received 10 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the attached agreement, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the ability of the Department to move towards an integrated system of care focused on whole-person health will be diminished. Without an independent evaluation of the current systems' capacities, capabilities, and levels of integration necessary across systems, service delivery will remain fractured and siloed, and opportunities for braided funding, shared workforces and other collaboration of resources to make the most impact on NH's behavioral health system across the lifespan will remain limited; impacting access to and quality of the care received by individuals experiencing mental health conditions including substance use disorder.

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

Respectfully submitted,



Lori A. Weaver  
Interim Commissioner

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

Project ID # RFP-2023-DBH-03-BEHAV

Project Title Behavioral Health System Crosswalk and Gaps Analysis

	Maximum Points Available	Behavioral Health Improvement Institute at Keene State	BerryDunn	Health Management Assoc., Inc.	Human Services Research Institute (HSRI)	Intium Health	Integration Sciences, LLC	Public Consulting Group LLC	Tele-Help, Inc. dba TeleHelp 24/7.	Third Horizon Strategies	NBI/ Gauthier
Technical											Disqualified
Experience (Q1)	15	14	11	14	15	11	15	13	2	14	N/A
Analysis Recommendations (Q2)	25	23	15	17	20	15	23	19	4	24	N/A
Health Equity Lens (Q3)	20	18	13	15	20	15	18	20	3	20	N/A
Systems Assessment (Q4)	20	19	13	17	12	10	19	20	3	17	N/A
Systems Integration (Q5)	30	25	19	18	27	17	30	26	5	29	N/A
Tool Design (Q6)	15	14	8	11	10	7	13	13	2	12	N/A
Recommendations (Q7)	15	15	12	10	12	11	13	13	2	13	N/A
Research (Q8)	15	15	10	9	11	7	15	13	2	13	N/A
<b>Subtotal - Technical</b>	<b>155</b>	<b>143</b>	<b>101</b>	<b>111</b>	<b>127</b>	<b>93</b>	<b>146</b>	<b>137</b>	<b>23</b>	<b>142</b>	<b>N/A</b>
Cost											Disqualified
Budget Sheet (Appendix F)	70	55	40	40	48	22	55	40	20	45	N/A
Program Staff List (Appendix G)	30	23	20	15	18	15	22	15	19	20	N/A
<b>Subtotal - Cost</b>	<b>100</b>	<b>78</b>	<b>60</b>	<b>55</b>	<b>66</b>	<b>37</b>	<b>77</b>	<b>55</b>	<b>39</b>	<b>65</b>	<b>N/A</b>
<b>TOTAL POINTS</b>	<b>255</b>	<b>221</b>	<b>161</b>	<b>166</b>	<b>193</b>	<b>130</b>	<b>223</b>	<b>192</b>	<b>62</b>	<b>207</b>	<b>N/A</b>
<b>TOTAL PROPOSED VENDOR COST</b>	<b>\$149,943</b>	<b>\$497,111</b>	<b>\$477,538</b>	<b>\$275,471</b>	<b>\$555,065</b>	<b>\$300,615</b>	<b>\$277,600</b>	<b>\$300,016</b>	<b>\$381,024</b>	<b>N/A</b>	

Reviewer Name	Title
1 Jennifer O'Higgins	Senior Policy Analyst
2 Stephanie Cameron	Director of Care Transitions
3 Michael Walsh	Administrator
4 Ashley Manbooth	Program Specialist

Subject: Behavioral Health System Crosswalk and Gaps Analysis (RFP-2023-DBH-03-BEHAV-01)

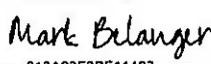
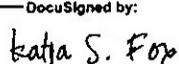
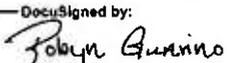
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Integration Sciences, LLC		1.4 Contractor Address 130 Stewart Street West Newbury, MA 01985	
1.5 Contractor Phone Number 978-992-7760	1.6 Account Number 05-095-940010-24650000	1.7 Completion Date 1/31/2024	1.8 Price Limitation \$300,615
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 3/18/2023		1.12 Name and Title of Contractor Signatory Mark Belanger Founder and CEO	
1.13 State Agency Signature DocuSigned by:  Date: 3/20/2023		1.14 Name and Title of State Agency Signatory Katja S. 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) DocuSigned by: By:  On: 3/28/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

**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.

**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.

**New Hampshire Department of Health and Human Services  
Behavioral Health System Crosswalk and Gaps Analysis  
EXHIBIT A**

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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 two (2) 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 if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. 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  
Behavioral Health System Crosswalk and Gaps Analysis  
EXHIBIT B**

**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor must conduct a Behavioral Health System Crosswalk and Gaps Analysis in this Agreement.
- 1.2. For the purposes of this Agreement, all references to days mean business days, excluding state and federal holidays.
- 1.3. For the purposes of this Agreement, all references to business hours mean Monday through Friday from 8:00 AM to 4:00 PM.
- 1.4. The Contractor must conduct a review and analysis of the Ten-Year Mental Health Plan and the Children's System of Care as well as other behavioral health strategic plans, needs assessments and existing data sources, both internal and external to the Department, across the behavioral health system of care.
- 1.5. The Contractor must identify and map current behavioral health programs, practices, and policies across the continuum of care as outlined by the Department.
- 1.6. The Contractor must work with the Department to identify and receive relevant information and data for review and analysis, including, but not limited to:
  - 1.6.1. 10-Year Mental Health Plan.
  - 1.6.2. Governor's Commission on Alcohol and Other Drugs Strategic Plan.
  - 1.6.3. Children's System of Care.
  - 1.6.4. NH Suicide Prevention Strategic Plan.
  - 1.6.5. Integrated Delivery Networks (IDN) Promising Practices.
  - 1.6.6. Regional Public Health Network (RPHN) Community Health Improvement Plans.
  - 1.6.7. Local Hospitals' Community Needs Assessments.
  - 1.6.8. State Opioid Response reports and data including Doorway summary reporting and SOR GPRA data, CORBI (Opioid Crisis) Dashboard.
  - 1.6.9. Department of Public Health Services (DPHS) State Health Assessment and DPHS State Health Improvement Plan.
  - 1.6.10. PEER Workforce Advancement Plan.
  - 1.6.11. External programs and organizations as identified by the Department.
  - 1.6.12. Other reports, data and plans as determined by the Department.
- 1.7. The Contractor must implement its four questions guide to data gathering and analysis to:

**New Hampshire Department of Health and Human Services  
Behavioral Health System Crosswalk and Gaps Analysis  
EXHIBIT B**

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- 1.7.1. Review previous ideas and learnings and glean consensus for direction and action;
- 1.7.2. Inventory prevention, health promotion, intervention, treatment, recovery, and harm reduction levels of care within the current Behavioral Health system of care, including detailed counts of staff and organizational capacity;
- 1.7.3. Identify the 'friction points' in the Behavioral Health system of care to understand root causes, system dynamics, and potential solutions; and
- 1.7.4. Identify the opportunities for integration, shared capacity, and efficiency among the currently siloed Mental Health and Substance Misuse systems of care across the lifespan (prevention, intervention, harm reduction, treatment, and recovery) as well as those programs which border Behavioral Health by gathering information and data, including, but not limited to:
  - 1.7.4.1. Identification of potential overlaps or duplication in services.
  - 1.7.4.2. Description of the overlap in services among the Mental Health and Substance Misuse systems of care as well as a quantification of co-occurring behavioral health challenges.
  - 1.7.4.3. Description of how Behavioral Health services are currently supported within the state government.
  - 1.7.4.4. Description of the 'boundary' among the Behavioral Health system of care and the Education, Justice, Housing and Human Services in order to show the challenges with establishing the scope of behavioral health services and the overlap with the other systems of care, and establish a 'scope of transformation' that is contained enough to be acted upon.
- 1.8. The Contractor must assess shared goals and gaps across the Behavioral Health system of care, including, but not limited to:
  - 1.8.1. The Division for Behavioral Health (DBH), including
    - 1.8.1.1. The Bureau of Mental Health Services (BMHS).
    - 1.8.1.2. The Bureau for Children's Behavioral Health (BCBH).
    - 1.8.1.3. The Bureau of Drug and Alcohol Services (BDAS).
    - 1.8.1.4. DBH Policy Unit.
  - 1.8.2. Division of Public Health, including relevant work in behavioral health, which may include, but not be limited to:
    - 1.8.2.1. Overdose prevention.

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- 1.8.2.2. Opioid Data 2 Action (OD2A).
- 1.8.3. Other State agencies.
- 1.9. The Contractor must conduct a crosswalk of the shared goals and gaps across the behavioral health system of care.
- 1.10. The Contractor must complete an assessment of the information obtained from the activities described in Sections 1.4. through 1.9. in order to:
  - 1.10.1. Inform behavioral health programs, policies and practices;
  - 1.10.2. Develop a health equity foundation for all assessments and recommendations, and highlight opportunities for the Department to better promote equity in strategy, policy and programming; and
  - 1.10.3. Identify innovations or practices that should be implemented.
- 1.11. The Contractor must facilitate work teams, as approved by the Department, to identify opportunities to:
  - 1.11.1. Improve integration within the behavioral health system and other healthcare and social systems in order to promote whole person health;
  - 1.11.2. Maximize use of shared funding, resources, and workforce that can be used across the behavioral health system of care;
  - 1.11.3. Enhance services;
  - 1.11.4. Reduce duplication;
  - 1.11.5. Identify shared risk and protective factors across the continuum of care; and
  - 1.11.6. Identify other potential programmatic, funding, and policy opportunities.
- 1.12. The Contractor must engage stakeholders, including, but not limited to:
  - 1.12.1. People with lived experience.
  - 1.12.2. Government leaders.
  - 1.12.3. Payers that fund investment and operations of the system and that encourage and/or discourage access and utilization (underuse, overuse, misuse) through payment structures.
  - 1.12.4. Clinical leaders.
  - 1.12.5. Civil sector leaders.
  - 1.12.6. Community supports leaders.
- 1.13. The Contractor must design sustainable assessment and management tools that determine where the system is achieving defined goals and where<sup>is</sup> the

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system needs improvement to achieve defined goals across the behavioral health system of care, including, but not limited to:

- 1.13.1. Multi-system logic models.
- 1.13.2. Multi-system alignment of metrics across various programs.
- 1.14. The Contractor must ensure that the multi-system logic models:
  - 1.14.1. Use resources that support individuals in NH to implement strategies to produce desired results and goals;
  - 1.14.2. Are designed for incremental test of change, changes in the environment, and iterations in guiding strategy;
  - 1.14.3. Defines specific programmatic goals; monitors progress relative to these goals over time, and continuously identifies improvement opportunities relative to these goals;
  - 1.14.4. Have the ability to expand to handle multiple siloed systems, in particular, bringing siloed systems together around their shared interests;
  - 1.14.5. Have the ability to align metrics across programs, in particular, connecting high priority programmatic goals to measurement;
  - 1.14.6. Are sustainable and have the ability to evolve for many years as the system matures; helping carry forward shared mission as new leaders come into the program; and
  - 1.14.7. Are dynamic, modular in structure, and can be updated as conditions, priorities, and scope evolve.
- 1.15. The Contractor must design sustainable assessment and management tools that monitor system improvements without compromising patient privacy;
- 1.16. The Contractor must ensure the assessment and management tools are dynamic, and not static, in order for the Department and its stakeholders to continue to identify:
  - 1.16.1. Opportunities for ongoing system improvement; and
  - 1.16.2. The need for further evolution to achieve a more robust and effective continuum of care as population needs, practices and resources emerge over time.
- 1.17. The Contractor must, in collaboration with Department leaders and data analysts, implement practical and sustainable data assets and processes that endures past the initial program's completion. The Contractor must:
  - 1.17.1. Guide the selection of measures that are aligned with the shared interests of the many stakeholders working on the same mission;

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- 1.17.2. Choose measures that align and unify action, and avoid those that create a false sense of competition;
- 1.17.3. Highlight where the current data sourcing constraints are, in order to guide longer term investments in reporting infrastructure and help plan for decoupling of quality reporting and billing;
- 1.17.4. Support selection of measurement indicators that can provide directional guidance in the near term while working toward long term outcomes; and
- 1.17.5. Align measurement design with future payment reform opportunities.
- 1.18. The Contractor must identify and acquire all research data, including internal and external sources, to the Department and obtain Department approval prior to utilizing data.
- 1.19. The Contractor must identify potential limitations, constraints, or other factors that might assist in the interpretation of the data or affect the reliability or sensitivity of the data, and develop a plan for the Department's approval, to mitigate such limitations, constraints, or other factors as necessary to ensure the Department's confidence that the selected data sufficiently supports the Contractor's fair and impartial recommendations.
- 1.20. The Contractor must participate in meetings with the Department on a biweekly basis, or as otherwise requested by the Department.
- 1.21. Reporting
  - 1.21.1. The Contractor must submit monthly progress reports detailing the status of activities described in Sections 1.4. through 1.20.
  - 1.21.2. On or before August 1, 2023, the Contractor must prepare and submit a report entitled, "Substance Misuse Continuum of Care Gaps Analysis," to the Department that includes findings and recommendations relative to gaps across prevention, intervention, treatment, recovery supports and harm reduction.
  - 1.21.3. On or before December 1, 2023, the Contractor must prepare and submit a report entitled, "Behavioral Health System Crosswalk" to the Department that:
    - 1.21.3.1. Details the completed review;
    - 1.21.3.2. Includes findings and recommendations relative to the completed review, including, but not limited to:
      - 1.21.3.2.1. Overlapping goals and work.
      - 1.21.3.2.2. Opportunities for efficiencies, including, but not limited to:
        - 1.21.3.2.2.1. Policy changes.

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- 1.21.3.2.2.2. Shared, and cross-trained workforce.
- 1.21.3.2.2.3. Braided funding.
- 1.21.3.2.2.4. More robust, sustainable and integrated services.
- 1.21.3.2.3. Opportunities for collaboration.
- 1.21.3.2.4. Gaps in care.
- 1.21.3.2.5. Equity recommendations.
- 1.21.3.3. Includes designed management tools for the Department to use and update as needed over time, including, but not limited to:
  - 1.21.3.3.1. Logic models of current programming and/or other sustainable tools.
  - 1.21.3.3.2. Templates for future program use.
  - 1.21.3.3.3. Cross-sector data crosswalk, as approved by the Department, which incorporates necessary data on program findings.
- 1.21.3.4. Includes findings and recommendations relevant to staffing and financial mapping, including, but not limited to:
  - 1.21.3.4.1. Number of clinicians across the mental health and substance use systems of care relative to the level of need.
  - 1.21.3.4.2. Number of peer support and certified recovery support professionals across the mental health and substance use system of care relative to the level of need.
  - 1.21.3.4.3. Number of certified prevention specialists, student assistance professionals and other prevention/intervention positions relative to the level of need.
  - 1.21.3.4.4. Mapping where clinicians, prevention workers and peer workers are working in order to inform decisions about how the workforce can better meet needs.
  - 1.21.3.4.5. Mapping where financial investments are being made and recommendations for prioritization of future financial investments to

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best support an integrated system in line with best practices for better participant outcomes.

1.21.4. The Contractor may be required to provide other reports, key data and metrics to the Department in a format specified by the Department.

**2. Exhibits Incorporated**

2.1. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements.

**3. Additional Terms**

**3.1. Impacts Resulting from Court Orders or Legislative Changes**

3.1.1. 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.

**3.2. Credits and Copyright Ownership**

3.2.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must 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."

3.2.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

3.2.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:

- 3.2.3.1. Brochures.
- 3.2.3.2. Resource directories.
- 3.2.3.3. Protocols or guidelines.
- 3.2.3.4. Posters.
- 3.2.3.5. Reports.

3.2.4. The Contractor must not reproduce any materials produced under the

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EXHIBIT B**

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Agreement without prior written approval from the Department.

**4. Records**

- 4.1. The Contractor must keep records that include, but are not limited to:
  - 4.1.1. 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.
  - 4.1.2. 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.
- 4.2. 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 must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.
- 4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains 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 C**

**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 100% Federal Funds (ARPA).
2. For the purposes of this Agreement the Department has identified:
  - 2.1. The Contractor as a Contractor, in accordance with 2 CFR 200.331.
3. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, as approved by the Department, and in accordance with Table A – SFY23 and Table B – SFY24 below:

**Table A – SFY23**

Item	Cost Per Month (4 Months)	Total
Salary and Wages	\$16,704	\$66,816
Consultants	\$12,000	\$48,000
Travel	\$602.50	\$2,410
Indirect Costs	\$2,870.50	\$11,482
<b>Total</b>		<b>\$128,708</b>

**Table B – SFY24**

Item	Cost Per Month (5 Months)	Total
Salary and Wages	\$17,856	\$89,280
Consultants	\$12,852	\$64,260
Travel	\$602.60	\$3,013
Indirect Costs	\$3,070.80	\$15,354
<b>Total</b>		<b>\$171,907</b>

4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
  - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
  - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

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- 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
- 4.4. Includes the monthly progress reports detailing the status of the activities described in Exhibit B, Sections 1.4 through 1.20.
- 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
- 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to [dhhs.dbhinvoicesmhs@dhhs.nh.gov](mailto:dhhs.dbhinvoicesmhs@dhhs.nh.gov) or mailed to:  

Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice for authorized expenses and monthly progress report, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. 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.
8. Audits
  - 8.1. The Contractor must email an annual audit to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) if any of the following conditions exist:
    - 8.1.1. 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.
    - 8.1.2. 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.
    - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
  - 8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA)



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EXHIBIT C**

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to dhhs.act@dhhs.nh.gov 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.

- 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
- 8.3. 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.
- 8.4. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.

New Hampshire Department of Health and Human Services Complete one budget form for each budget period. Contractor Name: <i>Integration Sciences, LLC</i> Budget Request for: <i>Behavioral Health System Crosswalk and Gaps Analysis</i> Budget Period: <i>7/1/2022 - 6/30/2023</i> Indirect Cost Rate (If applicable) <i>10.00%</i>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$66,816
2. Fringe Benefits	\$0
3. Consultants	\$48,000
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$2,410
7. Software	\$0
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	\$0
<i>Other (please specify)</i>	\$0
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$117,226</b>
<b>Total Indirect Costs</b>	<b>\$11,482</b>
<b>TOTAL</b>	<b>\$128,708</b>

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New Hampshire Department of Health and Human Services Complete one budget form for each budget period. Contractor Name: <u>Integration Sciences, LLC</u> Budget Request for: <u>Behavioral Health System Crosswalk and Gaps Analysis</u> Budget Period <u>7/1/2023 - 6/30/2024</u> Indirect Cost Rate (if applicable) <u>10.00%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$89,280
2. Fringe Benefits	\$0
3. Consultants	\$64,260
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$3,013
7. Software	\$0
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	\$0
<i>Other (please specify)</i>	\$0
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$156,553</b>
<b>Total Indirect Costs</b>	<b>\$15,354</b>
<b>TOTAL</b>	<b>\$171,907</b>

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# New Hampshire Department of Health and Human Services

## Exhibit D

### 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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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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DHHS Information Security Requirements



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

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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

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### Exhibit D

### DHHS Information Security Requirements



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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New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements



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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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

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that INTEGRATION SCIENCES, LLC is a Massachusetts Limited Liability Company registered to transact business in New Hampshire on March 21, 2023. 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: 926835

Certificate Number : 0006175270



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 28th day of March A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

## Limited Partnership or LLC Certificate of Authority

I, Mark Belanger, hereby certify that I am a sole Partner, Member, or Manager of  
*(Name)*

Integration Sciences, LLC, a limited liability partnership under RSA 304-B, a limited  
*Name of Partnership or LLC)*

liability professional partnership under RSA 304-D, or a limited liability company under  
RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization shall remain valid for thirty (30) days from the date of this Corporate Resolution.

**Dated:** March 21, 2023

**Signature:** \_\_\_\_\_

**Name:** Mark Belanger

**Title:** Founder and CEO





March 21, 2023

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

Re: No obligation for Workers Compensation Insurance coverage

To Whom It May Concern,

Integration Sciences, LLC was selected in a competitive bid for the RFP titled "RFP-2023-DBH-03-BEHAV: Behavioral Health System Crosswalk and Gaps Analysis." We are working through the contracting details and requirements in anticipation of work proceeding in April pending Governor & Council approval. Ms. Marchildon, Business Administrator IV/Team Lead with the Bureau of Contracts and Procurement, is providing contracting guidance in consultation with the Attorney General's office.

Per Ms. Marchildon's request, this letter is to inform the Department that Integration Sciences, LLC is a sole member LLC with no employees. Therefore, the typical obligation for workers compensation coverage is not necessary.

Please reach out with questions and I look forward to our future work together.

Warmly,



Mark

Mark Belanger  
Founder and CEO, Integration Sciences  
[mark@integrationsciences.com](mailto:mark@integrationsciences.com)  
978-992-7760