



Lori A. Weaver
Interim Commissioner

Katja S. Fox
Director

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

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9445 1-800-852-3345 Ext. 9445
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

March 13, 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 **Sole Source** amendment to an existing contract with Maximus US Services, Inc. (VC# 273259), Reston, VA to provide comprehensive assessments for treatment and related confirmations to determine whether children, youth, or young adults are in need of behavioral health residential treatment services in the least restrictive and most appropriate level of care, by exercising a renewal option, by increasing the price limitation by \$1,542,612 from \$1,274,668 to \$2,817,280 and by extending the completion date from June 30, 2023 to June 30, 2025, effective upon Governor and Council approval. 100% General Funds.

The original contract was approved by Governor and Council on June 30, 2021, item #13, and most recently amended with Governor and Council approval on June 15, 2022, item #17.

Funds are anticipated to be available in the following account for State Fiscal Years 2024 and 2025, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-92-921010-2053 HEALTH AND SOCIAL SERVICE, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUR FOR CHILDREN'S BEHAVIORAL HEALTH, SYSTEM OF CARE

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	92102053	\$22,164	\$ 0	\$22,164
2022	102-500731	Contracts for Prog Svc	92102053	\$481,198	\$ 0	\$481,198
2023	102-500731	Contracts for Prog Svc	92102053	\$771,306	\$ 0	\$771,306

2024	102-500731	Contracts for Prog Svc	92102053	\$ 0	\$771,306	\$771,306	
2025	102-500731	Contracts for Prog Svc	92102053	\$ 0	\$771,306	\$771,306	
			Subtotal	\$1,274,668	\$1,542,612	\$2,817,280	

EXPLANATION

This request is **Sole Source** because MOP 150 requires all amendments to agreements originally approved as sole source to be identified as sole source. The Department attempted to procure competitively for these services by publishing a Request for Proposals in State Fiscal Year 2021 but received no proposals. The Contractor provides similar services in other states and is familiar with the associated requirements; the Department therefore identified the Contractor as uniquely qualified and able to provide these comprehensive assessment services.

The purpose of this request is to continue providing conflict-free comprehensive assessments for treatment services, which determine whether children, youth, or young adults are in need of behavioral health residential treatment services and, if so, identify the least restrictive and most appropriate level of care.

The Contractor will continue to receive referrals and conduct the Comprehensive Assessment for Treatment by utilizing the referral information, interviews, documentation and the results of a Child and Adolescent Needs and Strengths assessment. The Contractor utilizes the assessments to determine eligibility for behavioral health residential treatment Level of Care. The assessments include clear short- and long-term goals for the recommended time-limited behavioral health residential treatment. The Comprehensive Assessments for Treatment assists the Department with determining the appropriate level of care, which will shorten lengths of stay in residential treatment. These assessments will help streamline the referral and admissions process for behavioral health residential treatment and reduce the number of youth entering behavioral health residential treatment who clinically do not require that level of care.

The process of confirming Comprehensive Assessments for Treatment reduces the burden on the child and family to answer questions from assessors again within a short duration. The confirmation process also reduces the cost to the Department for a subsequent assessment in which the child's needs or strengths have not substantially changed.

The service is an essential component of the Department's Residential Treatment Transformation, which is a part of the implementation of the System of Care, RSA 135-F, and the federal Family First Prevention Services Act (FFPSA) in partnership with the Division for Children, Youth and Families. The confirmation services provide clinical justification and eligibility determination for individuals being considered for the Psychiatric Residential Treatment Facility (PRTF).

It is anticipated that approximately 1,640 assessments will be conducted during State Fiscal Years 2024, and 2025, of which 10% or higher will be confirmation assessments for the same individual.

The Contractor provides services for children, youth, and young adults from five (5) to twenty-one (21) years of age who may have behavioral health needs that require residential treatment. Referrals are accepted from the Division for Children, Youth and Families; clinical professionals; hospitals; Community Mental Health Centers; and others in the community.

The Department monitors services by:

- Ensuring timeliness of initiation and completion of assessments;
- Ensuring quality of assessments;
- Reviewing Child and Adolescent Needs and Strengths (CANS) results;
- Monitoring the number of reconsideration reviews; and
- Monitoring the number of confirmation assessments.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Subsection 1.1., of the original agreement, the parties have the option to extend the agreement for up to five (5) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for two (2) of the five (5) years available.

Should the Governor and Council not authorize this request, the Department may not have a Qualified Assessor as required in Family First Prevention Services Act, compromising Federal IV-E funding for Residential Treatment Programs and preventing the State from complying with federal mandates. The Department may also not be able to accurately evaluate eligibility for the Psychiatric Residential Treatment Facility and therefore may not be able to utilize Medicaid for the funding of the Psychiatric Residential Treatment Facility. Additionally, the Department may not be able to provide clear recommendations for levels of care for behavioral health residential treatment settings and reduce the utilization of behavioral health residential treatment for youth who may not require residential treatment services.

Area served: Statewide

Respectfully submitted,



Lori A. Weaver
Interim Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #2**

This Amendment to the Comprehensive Assessment for Treatment for Children's Behavioral Health contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Maximus US Services, Inc., ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 30, 2021, (item #13), and as amended on June 15, 2022, (item #17), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Standard Contract Provisions, 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 extend the term of the agreement and increase the price limitation to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2025
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$2,817,280
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director.

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

3/31/2023

Date

DocuSigned by:
Katja S. Fox
ED9D05B04C83442
Name: Katja S. Fox
Title: director

Maximus US Services, Inc.

3/31/2023

Date

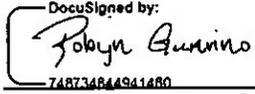
DocuSigned by:
Kyle Gregory
6F2C97B34254461
Name: Kyle Gregory
Title: Associate Counsel

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

OFFICE OF THE ATTORNEY GENERAL

4/17/2023

Date

DocuSigned by:

748734844941480

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:

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 MAXIMUS US SERVICES, INC. is a Indiana Profit Corporation registered to transact business in New Hampshire on January 23, 2009. 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: 607628

Certificate Number: 0006199737



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of April A.D. 2023.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, David Francis, 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 Maximus US Services, 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 March 19, 2012, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Kyle A. Gregory, Associate Counsel - Contracts (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Maximus US Services, 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: 3/2/23

David Francis
Signature of Elected Officer
Name: **David Francis**
Title: **Secretary**

JUN02'22 AM 11:25 RCVD

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

Lori A. Skibbinette
Commissioner

Katja S. Fox
Director

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

May 31, 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 an existing contract with Maximus US Services, Inc. (VC# 607628), Reston, VA, to provide comprehensive assessments for treatment and related confirmations to determine whether children, youth, or young adults are in need of behavioral health residential treatment services in the least restrictive and most appropriate level of care, by increasing the price limitation by \$531,536 from \$743,132 to \$1,274,668 with no change to the contract completion date of June 30, 2023, effective upon Governor and Council approval. 100% General Funds.

The original contract was approved by Governor and Council on June 30, 2021, item #13.

Funds are available in the following account for State Fiscal Years 2022 and 2023, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-92-921010-2053 HEALTH AND SOCIAL SERVICE, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUR FOR CHILDREN'S BEHAVIORAL HEALTH, SYSTEM OF CARE

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	92102053	\$22,164	\$0	\$22,164
2022	102-500731	Contracts for Prog Svc	92102053	\$329,138	\$152,060	\$481,198
2023	102-500731	Contracts for Prog Svc	92102053	\$391,830	\$379,476	\$771,306
			Total	\$743,132	\$531,536	\$1,274,668

EXPLANATION

The purpose of this request is to provide conflict-free comprehensive assessments for treatment services, which determine whether children, youth, or young adults are in need of behavioral health residential treatment services and, if so, identify the least restrictive and most appropriate level of care.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 3

This amendment updates references and clarifies scopes of services to ensure the Contractor continues to receive referrals and conduct the Comprehensive Assessment for Treatment by utilizing the referral information, interviews, documentation and the results of a Child and Adolescent Needs and Strengths assessment. The Contractor utilizes the assessments to determine eligibility for behavioral health residential treatment Level of Care. The assessments include clear short- and long-term goals for the recommended time-limited behavioral health residential treatment. The Comprehensive Assessments for Treatment assists the Department with determining the appropriate level of care, which will shorten lengths of stay in residential treatment. These assessments will help streamline the referral and admissions process for behavioral health residential treatment and reduce the number of youth entering behavioral health residential treatment who clinically do not require that level of care.

This amendment sets parameters and rates for confirmation assessments, which occur when children, youth or young adults need an updated assessment with 60 calendar days of the previous assessment. The process of confirming Comprehensive Assessments for Treatment reduces the burden on the child and family to answer questions from assessors again within a short duration. The confirmation process also reduces the cost to the Department for a subsequent assessment in which the child's needs or strengths have not substantially changed.

The service is an essential component of the Department's Residential Treatment Transformation, which is a part of the implementation of the System of Care RSA 135-F and the federal Family First Prevention Services Act (FFPSA) in partnership with the Division for Children, Youth and Families. The confirmation services provide clinical justification and eligibility determination for individuals being considered for the Psychiatric Residential Treatment Facility (PRTF).

Approximately 1,640 assessments will be conducted during State Fiscal Years 2022 and 2023, of which approximately 10% would be confirmation assessments for the same individual.

The Contractor provides services for children, youth, and young adults from five (5) to twenty-one (21) years of age who may have behavioral health needs that require residential treatment. Referrals are accepted from the Division for Children, Youth and Families; clinical professionals; hospitals; Community Mental Health Centers; and others in the community.

The Department monitors services by:

- Ensuring timeliness of initiation and completion of assessments;
- Ensuring quality of assessments;
- Reviewing Child and Adolescent Needs and Strengths (CANS) results;
- Monitoring the number of reconsideration reviews; and
- Monitoring the number of confirmation assessments.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Subsection 1.1., of the original agreement, the parties have the option to extend the agreement for up to five (5) 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.

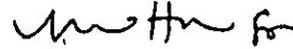
Should the Governor and Council not authorize this request, the Department may not have a Qualified Assessor as required in Family First Prevention Services Act, compromising Federal IV-E funding for Residential Treatment Programs and preventing the State from complying with federal mandates. The Department may also not be able to accurately evaluate eligibility for the Psychiatric Residential Treatment Facility and therefore may not be able to utilize Medicaid for

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

the funding of the Psychiatric Residential Treatment Facility. Additionally, the Department may not be able to provide clear recommendations for levels of care for behavioral health residential treatment settings and reduce the utilization of behavioral health residential treatment for youth who may not require residential treatment services.

Area served: Statewide

Respectfully submitted,



Lori A. Shibinette
Commissioner

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

This Amendment to the Comprehensive Assessment for Treatment for Children's Behavioral Health contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Maximus US Services, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 30, 2021 (Item #13), 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 17., 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 extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

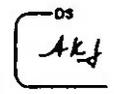
NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,274,668.
2. Modify Exhibit B, Scope of Services by replacing in its entirety with Exhibit B Amendment #1, Scope of Services, in order to update references and clarify scopes of services, which is attached hereto and incorporated by reference herein.
3. Modify Exhibit C, Payment Terms, Section 3, to read:
 3. Payment for the completion of authorized Comprehensive Assessments for Treatment (CAT) Assessments shall be paid at a rate of \$783.66 per assessment. This rate will be set for the term of the Agreement.
 - 3.1. If there is a subsequent referral for an individual within thirty (30) days of an assessment, the Contractor shall work with the Department to determine whether a new assessment is required.
 - 3.2. The Contractor shall only be paid for more than one (1) assessment with prior approval from the Department when an individual has more than one (1) assessment conducted within thirty (30) days.
4. Modify Exhibit C, Payment Terms, Section 4, to read:
 4. Payment for the completion of authorized CAT Confirmations shall be paid at a rate of \$450.00 per CAT Confirmation. This rate will be set for the term of the Agreement.
 - 4.1. If there is a subsequent referral for an individual within approximately (60) days of CAT Confirmation, the Contractor shall work with the Department to determine whether a new CAT Assessment is required.
 - 4.2. The Contractor may be paid for more than one (1) assessment for an individual conducted within approximately sixty (60) days with prior approval from the Department. However, the Contractor may not be paid for one (1) CAT assessment and multiple CAT Confirmations without approval.
 - 4.3. The Contractor may request exceptions to Subsection 4.2, which may be granted by the Department.

Maximus US Services, Inc.

Comprehensive Assessment for Treatment for Children's Behavioral Health

Contractor Initials



Date 5/31/2022

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

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

State of New Hampshire
Department of Health and Human Services

5/31/2022

Date

DocuSigned by:

Katja S. Fox

FD7D058D4C83442

Name: Katja S. Fox

Title: Director

5/31/2022

Date

Maximus US Services, Inc.

Ashleigh K. Johnson

Name: Ashleigh K. Johnson

Title: Counsel - Contracts

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

OFFICE OF THE ATTORNEY GENERAL

6/1/2022

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
Comprehensive Assessment for Treatment for Children's Behavioral
Health**



EXHIBIT B Amendment #1

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall complete conflict-free, Comprehensive Assessments for Treatment (CAT), which is a process of:
 - 1.1.1. Accepting referrals;
 - 1.1.2. Completing various types of clinical assessments; and
 - 1.1.3. Generating a final determination report that includes, but is not limited to, information defined in Subsection 1.2, below for the population defined in Subsection 1.3, below.
- 1.2. The Contractor shall complete CATs in order to determine:
 - 1.2.1. Whether an individual is in need of behavioral health residential treatment services.
 - 1.2.2. Whether an individual is in need of behavioral health residential treatment services as defined by qualified residential treatment placement (QRTP).
 - 1.2.3. The least restrictive and most appropriate level of care for behavioral health residential treatment.
 - 1.2.4. The targeted resources recommended to treat and stabilize conditions and symptoms of behavioral health issues so individuals are not in residential settings beyond what is clinically necessary.
- 1.3. The Contractor shall provide services in this Agreement to individuals age five (5) years up to age twenty-one (21) years who may have behavioral health needs that may require behavioral health residential treatment.
- 1.4. The Contractor shall ensure all individuals who are recommended for behavioral health residential treatment have a documented clinical need for an episode of treatment. The Contractor shall:
 - 1.4.1. Document the identified clinical needs of the individual and ensure the needs align with an appropriate level of care recommendation within the State's behavioral health residential treatment system; and
 - 1.4.2. Ensure that appropriate payers have medical necessity documentation for treatment and can make a decision regarding approval for the treatment episode, as needed.

**New Hampshire Department of Health and Human Services
Comprehensive Assessment for Treatment for Children's Behavioral
Health**



EXHIBIT B Amendment #1

- 1.5. The Contractor shall ensure CAT services are available and provided statewide.
- 1.6. The Contractor shall ensure CAT services align with the Department's System of Care Core values, which include:
 - 1.6.1. Family and Youth Driven, which considers the perspectives and goals of the family and the youth;
 - 1.6.2. Community based, which considers the least restrictive treatment setting that can be most effective in treating the individual;
 - 1.6.3. Culturally and Linguistically Competent, which considers the family and individuals language preferences, cultural, and perspectives; and
 - 1.6.4. Trauma-informed, in which staff are trained in trauma informed practices using the six (6) core principles of trauma informed care as follows:
 - 1.6.4.1. Safety;
 - 1.6.4.2. Trustworthiness and Transparency;
 - 1.6.4.3. Peer Support;
 - 1.6.4.4. Collaboration and Mutuality;
 - 1.6.4.5. Empowerment, Voice and Choice; and
 - 1.6.4.6. Cultural, Historical, and Gender Issues.
- 1.7. For the purposes of this Agreement, all references to days shall mean calendar days.
- 1.8. For the purposes of this Agreement, all references to business hours shall mean Monday through Friday from 8:00 AM EST to 5:00 PM EST, excluding state and federal holidays.
- 1.9. The Contractor shall use the Department's Child and Adolescent Needs and Strengths (CANS) system, hosted by RCR Technologies, to enter in the data required by CANS.
- 1.10. The Contractor shall work directly with RCR Technologies to arrange user access to the CANS system and appropriate system user training for its workforce and Department-approved subcontractors.
- 1.11. The Contractor shall use its own assessment tool, Assessment Pro, to collect information and data for the assessments associated with this Agreement.

AKJ

**New Hampshire Department of Health and Human Services
Comprehensive Assessment for Treatment for Children's Behavioral
Health**



EXHIBIT B Amendment #1

Contractor shall provide Department staff with user support and trouble shooting in relationship to user access accounts and use of Assessment Pro.

- 1.12. The Contractor shall comply with New Hampshire Revised Statutes Annotated (RSA) 135-F and federal Families First Prevention Services ACT: The Family First Prevention Services Act (FFPSA) that was signed into law as part of Public Law (P.L.) 115-123 Federal Legislation, and participating provider agreement and billing rules.
- 1.13. The Contractor shall work with the Department to develop, implement and operationalize a final CAT process workflow, which is mutually agreed upon by the Contactor and the Department and includes, but is not limited to:
 - 1.13.1. A project work plan.
 - 1.13.2. Project governance infrastructure, that includes but is not limited to:
 - 1.13.2.1. Status reporting.
 - 1.13.2.2. System reports.
 - 1.13.2.3. Productivity reports.
 - 1.13.2.4. Operations reports.
 - 1.13.2.5. Other project resources needed to support activities in this Agreement.
 - 1.13.3. An identified dedicated Project Manager.
 - 1.13.4. Identified licenses required to support this Agreement.
 - 1.13.5. CAT processes for categories that include:
 - 1.13.5.1. Referrals;
 - 1.13.5.2. Scheduling;
 - 1.13.5.3. Assessment;
 - 1.13.5.4. Quality Review; and
 - 1.13.5.5. Determination and Reconsideration.
 - 1.13.6. Identified activities and the length of time for each of the activities listed in Paragraph 1.13.5.
 - 1.13.7. Identification of individuals responsible for completing each of the activities in Paragraph 1.13.5.

**New Hampshire Department of Health and Human Services
Comprehensive Assessment for Treatment for Children's Behavioral
Health**



EXHIBIT B Amendment #1

- 1.14. The Contractor shall follow the finalized CAT process workflow in Section 1.13.
- 1.15. The Contractor shall work with the Department to define decision guides, rules, and best practices regarding contacting, scheduling, interviewing, and identifying who is interviewed, especially in the event that individuals and their parents or guardians are unable or unwilling to participate.
- 1.16. The Contractor shall work with the Department to define decision guides, rules, and best practices in accordance with the guidance by the Administration for Children and Families on how to manage CATs during events that may include, but are not limited to:
 - 1.16.1. Unplanned discharges to a lower level of care prior to the assessment.
 - 1.16.2. Re-entries to care.
 - 1.16.3. Unavailability of the individual.
- 1.17. Staffing and Training
 - 1.17.1. The Contractor shall recruit, hire, train and retain personnel, including, but not limited to:
 - 1.17.1.1. One (1) Operations Director.
 - 1.17.1.2. One (1) Clinical Implementation manager.
 - 1.17.1.3. One (1) Quality Clinician, who is licensed in New Hampshire.
 - 1.17.1.4. Approximately twenty-five (25) Assessors who have a bachelor's degree related to human services and who are located throughout New Hampshire to be deployed to conduct assessments.
 - 1.17.2. The Contractor shall ensure staff conducting or approving the CATs are qualified individuals who are trained professionals or licensed clinicians who are not employees of the Department and who are not connected to, or affiliated with, any placement setting in which the Department places, or makes recommendations to place, children.
 - 1.17.3. When the CAT final report determines a Psychiatric Residential Treatment Facility (PRTF) level of care, the Contractor shall ensure a state of New Hampshire licensed Doctor of Medicine (MD) or psychiatrist, determines that the PRTF level of care for treatment is medically necessary and certifies the need for the PRTF level of care services in accordance with 42 CFR 441.151.

New Hampshire Department of Health and Human Services
Comprehensive Assessment for Treatment for Children's Behavioral
Health



EXHIBIT B Amendment #1

1.17.4. The Contractor shall develop a staff Training Plan, with input and final approval by the Department.

1.17.5. The Contractor shall train staff on topics that include, but are not limited to:

1.17.5.1. CAT process, as finalized and approved by the Department.

1.17.5.2. NH residential treatment levels of care.

1.17.5.3. Child and Adolescent Needs and Strengths tool (CANS).

1.17.5.4. System of Care values.

1.17.5.5. NH children's mental health resources and services.

1.18. Background Checks

1.18.1. Prior to making an offer of employment or for volunteer work, the Contractor shall, after obtaining signed and notarized authorization from the person or persons for whom information is being sought:

1.18.1.1. Obtain and verify at least two (2) references for the person;

1.18.1.2. Submit the person's name for review against the bureau of elderly and adult services (BEAS) state registry maintained pursuant to RSA 161-F:49;

1.18.1.3. Submit the person's name for review against the Division for Children, Youth, and Families (DCYF) Central Registry in accordance with RSA 169-C:35 II Central Registry.

1.18.1.4. Complete a criminal records check to ensure that the person has no history of:

1.18.1.4.1. Felony conviction; or

1.18.1.4.2. Any misdemeanor conviction involving:

1.18.1.4.3. Physical or sexual assault;

1.18.1.4.4. Violence;

1.18.1.4.5. Exploitation;

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- 1.18.1.4.6. Child pornography;
- 1.18.1.4.7. Threatening or reckless conduct;
- 1.18.1.4.8. Theft;
- 1.18.1.4.9. Driving under the influence of drugs or alcohol; or
- 1.18.1.4.10. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer.

1.18.2. Unless the Contractor requests and obtains a waiver from the Department, it will not hire any individual or approve any individual to act as a volunteer if:

1.18.2.1. The individual's name is on the BEAS state registry and/or DCYF Central Registry Check.

1.18.2.2. The individual has a record of a felony conviction; or

1.18.2.3. The individual has a record of any misdemeanors specified in Subparagraph 1.18.1.4.

1.18.3. The Contractor agrees that background checks shall be completed prior to the Contractor's staff accessing or viewing Confidential Data or having direct contact with individuals in relationship to this Agreement.

1.19. Contractor Key Project Staff

1.19.1. The Contractor shall assign a Contract Director/Manager who will be responsible for all Agreement authorization and administration, including but not limited to processing Agreement documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Agreement administrative activities.

1.19.2. The Contractor shall assign a Project Director/Manager who is qualified to perform or supervise the Contractor's obligations in this Agreement.

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1.19.2.1. The Department may require removal or reassignment of Project Director/Manager who, in the sole judgment of the Department, is found unacceptable or is not performing to the Department's satisfaction. The Project Director/Manager must be an employee of the Contractor, allocated to this project. The Project Director/Manager should possess extensive experience in customer service/relations and staff management.

1.19.2.2. The Project Director/Manager shall:

1.19.2.2.1. Be qualified to perform the obligations required of the position under the Contract;

1.19.2.2.2. Have full authority to make binding decisions under the Contract;

1.19.2.2.3. Function as Contractor's representative for all administrative and management matters;

1.19.2.2.4. Be available to promptly respond during normal Business Hours within one (1) hour of inquiries from the Department;

1.19.2.2.5. Be onsite, as needed; and

1.19.2.2.6. Work diligently and use his/her best efforts on the Project.

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1.19.2.3. The Contractor shall ensure duties of the Project Director/Manager include, but are not limited to:

1.19.2.3.1. Being the primary point-of-contact (POC) for the project with the Department.

1.19.2.3.2. Providing oversight for all implementation and start-up service delivery activities and tasks, including support, recruitment, and hiring of new staff needed.

1.19.2.3.3. Ensuring all Contractor staff and subcontractors meet the terms and conditions of this contract; exhibit strong communication skills, interpersonal skills; and have aptitude for understanding complex issues.

1.19.2.3.4. Providing direction to the team, including communication with the Department; training; risk management; and reporting.

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1.20. Change of Project Director/Manager

1.20.1. The Contractor shall not replace the Project Director/Manager or change its assignment of Project Director/Manager without providing the Department written notice and obtaining the prior approval of the Department of the replacement Project Director/Manager. Department approvals for replacement of the Project Director/Manager shall not be unreasonably withheld.

1.20.2. The Contractor agrees that the replacement Project Director/Manager is subject to the same requirements and review as set forth above.

1.20.3. The Contractor shall assign a replacement Project Director/Manager within ten (10) business days of the departure of the prior Project Director/Manager, and the Contractor shall continue during the ten (10) business day period to provide competent project management services through a qualified interim Project Director/Manager.

1.21. The Contractor shall ensure the Operations Manager's duties include, but are not limited to:

1.21.1. Being responsible for all activities related to contract administration.

1.21.2. Managing day-to-day activities for the project, including management of staff and scheduling.

1.21.3. Providing day-to-day support to the Department for project deliverables, including but not limited to:

1.21.3.1. Resource coordination.

1.21.3.2. Operational-level issue resolution.

1.21.3.3. Reporting.

1.21.3.4. Issue escalations.

1.21.4. Overseeing project staff and delegation of Contractor workforce responsibilities.

1.21.5. Participating in meetings, as requested by the Department.

1.22. The State reserves the right to require removal or reassignment of Key Project Staff who are found unacceptable to the Department. The Contractor shall not change Key Project Staff commitments without providing written notice to the Department and obtaining the prior written approval of the Department.

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Department approvals for replacement of Key Project Staff will not be unreasonably withheld. The Contractor agrees that replacement Key Project Staff shall have comparable or greater skills than Key Project Staff being replaced.

1.23. Department Key Project Staff

1.23.1. The Department shall assign a Contract Manager to function as the Department's representative with regard to Agreement administration and invoice sign-off.

1.23.2. The Department shall assign a Project Manager whose duties shall include, but are not limited to:

1.23.2.1. Leading the Project.

1.23.2.2. Engaging and managing all Contractors working on the Project.

1.23.2.3. Managing significant issues and risks.

1.23.2.4. Reviewing and accepting Deliverables.

1.23.2.5. Review and approval of Change Orders.

1.23.2.6. Managing stakeholders' concerns.

1.24. Referrals

1.24.1. The Contractor shall accept referrals for CATs from the Department's Division of Children, Youth, and Families; the Bureau for Children's Behavioral Health; the Department's secure detention or commitment facility per RSA 169-B or other applicable statutes; and from providers which may include, but are not limited to:

1.24.1.1. Hospitals.

1.24.1.2. Community Mental Health Centers.

1.24.1.3. Managed Care Organizations (MCOs).

1.24.1.4. Care Management Entities (CMEs).

1.24.1.5. Crisis Access Point Contractors.

1.24.1.6. Schools.

1.24.1.7. Other treating providers approved by the Department.

1.24.2. The Contractor shall work with the Department to modify the list of

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referrers identified in Section 1.24.1.

1.24.3. The Contractor shall receive referrals using the Department's finalized CAT Referral Form and supporting documentation, as modified after consultation with and approval by the Department.

1.24.4. The Contractor shall provide education and training to all referrers listed in Section 1.24.1 on topics that include, but are not limited to:

1.24.4.1. The CAT process.

1.24.4.2. Required elements and supporting documents needed to make a referral, which may include, but is not limited to:

1.24.4.2.1. Assessment logistics and child locations, which include where they are now and/or where will they be for the next seven (7) days.

1.24.4.2.2. Copy of individual's Service Plan and/or treatment plan.

1.24.4.2.3. Name(s) and contact information of assessment participants, including members of the Child and Family Team, including current providers.

1.24.4.2.4. Psychiatric evaluation and/or diagnostic assessment.

1.24.4.2.5. CANS assessment

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completed.

1.24.4.2.6. Individual Education Plan (IEP), if applicable.

1.24.4.2.7. Psychological testing/assessments and/or behavioral assessment.

1.24.4.2.8. Court or other legal records.

1.24.4.3. How to complete the Department's CAT referral form.

1.24.4.3.1. Should the referral come from the Department the Department shall provide the above records that are available.

1.24.4.4. How to make a referral to the Contractor and process referrals through:

1.24.4.4.1. Contractor's electronic information technology (IT) system;

1.24.4.4.2. Secure email;

1.24.4.4.3. Fax transmission; and/or

1.24.4.4.4. Mail.

1.24.5. The Contractor shall review the completed referral forms and supporting documents to ensure all the required information is available to move the referral to scheduling an appointment to interview the individual, their parents and guardians to obtain the information

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necessary to complete the assessment.

1.25. Scheduling

- 1.25.1. The Contractor shall identify an Assessor who is available or most appropriately qualified and located nearest to the individual and their parents or guardian and confirm the Assessor's availability to conduct a face-to-face in person or virtual electronic interview, as applicable to the federal regulations.
- 1.25.2. The Contractor shall schedule and make all required arrangements with the parent or guardian or caregiver and the individual to schedule the date, time, and location with the Assessor to conduct an interview.
- 1.25.3. The Contractor shall schedule the interview within seven (7) days of receiving the referral.
- 1.25.4. The Contractor shall ensure the date, and time, and location of the interview is at an amicable time for the individual and their parents or guardian and the location is appropriate and safe.
- 1.25.5. The Contractor shall attempt to attend a naturally occurring meeting of the Child and Family Team or treatment team meeting.
- 1.25.6. The Contractor shall conduct separate interviews of the individual and other key team members when appropriate and based upon the individuals age and unique needs.
- 1.25.7. The Contractor shall conduct interviews of other key team members in order to provide helpful clinical information about the child.
- 1.25.8. The Contractor shall ensure the Assessor confirms with the individual's parent or guardian the day prior to the appointment, the appointment's date, time, and location for the interview. The Contractor shall ensure the Assessor confirms the appointment with an email, text message, or phone call. The Contractor agrees that Personal Health Information (PHI) or Personal Identifiable Information (PII) will not be included in this appointment communication.
- 1.25.9. The Contractor shall make the required accommodation(s) for the individual, parents or guardian in order to conduct the interview.

1.26. Assessment

- 1.26.1. The Contractor shall ensure the Assessor:

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- 1.26.1.1. Reviews the referral form and supporting documentation prior to the appointment.
- 1.26.1.2. Interviews the individual, their parents or guardian, and other natural and professional supports for helpful clinical information about the individual.
- 1.26.1.3. Interviews the individual separately to ensure an accurate assessment, which is not overly influenced by the presence of others.
- 1.26.2. The Contractor shall ensure Assessors conduct interviews to collect information that includes, but is not limited to:
 - 1.26.2.1. Family dynamics and functioning.
 - 1.26.2.2. Psychosocial functioning.
 - 1.26.2.3. School function including a review of any Individualized Education Plan (IEP) documentation.
 - 1.26.2.4. Information from referrer and family.
 - 1.26.2.5. Individual needs and strengths utilizing the Department's CANS.
- 1.26.3. The Contractor shall ensure the Assessors conduct interviews using other behavioral health screening tools as necessary that may include, but are not limited to:
 - 1.26.3.1. Columbia Suicide Severity Rating Scale (C-SSRS).
 - 1.26.3.2. Patient Health Questionnaire-9 (PHQ9).
 - 1.26.3.3. Car, Relax, Alone, Forget, Friends, Trouble (CRAFTT).
 - 1.26.3.4. Juvenile Sex Offender Protocol (JSOP).
- 1.26.4. The Contractor shall ensure Assessors make recommendations that may include but are not limited to:
 - 1.26.4.1. The least restrictive Level of Care (LOC) setting appropriate for the child and consistent with the short- and long-term goals, including the rationale for any variation of the LOC based on the clinical assessment.
 - 1.26.4.2. For all individuals, a list of individual-specific short- and long-term mental and behavioral health goals that are achievable, and

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measurable.

1.26.4.3. If a behavioral health residential treatment placement is recommended, specify reasons why the individual's needs cannot be met by the family or in a foster family home, with the understanding that, per FFPSA regulation, recognizing that a shortage of foster family homes is not an acceptable reason for determining the child's needs cannot be met in a foster family home.

1.26.4.4. If a QRTP is specifically recommended, specify why the recommended placement in the QRTP is a setting that will provide the most effective and appropriate LOC in the least restrictive environment to meet the needs of the child.

1.27. Quality Review of the Assessments

1.27.1. For all completed assessments, the Contractor shall complete a Quality Review within five (5) days of the completed assessment to ensure all information is complete and accurate including, but not limited to:

1.27.1.1. The referral information and supporting documentation.

1.27.1.2. The CANS scores.

1.27.1.3. The Assessor's recommendation for the residential treatment level of care.

1.27.2. The Contractor shall follow up with the Assessor to clarify or complete tasks not completed for the assessments.

1.27.3. The Contractor shall enter the CANS scores into the Department's CANS system, hosted by RCR Technologies, to apply the Department's CANS algorithms to determine a level of care.

1.27.4. The Contractor shall develop a quality assurance policy and procedures for monitoring activities for performance and improvement, for Department approval.

1.28. Assessment Results, Recommendations and Final report

1.28.1. The Contractor shall complete a final report with seven (7) days from Quality Review in Section 1.27. and ensure the final report and recommendations will be accessible to:

1.28.1.1. Referrers;

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- 1.28.1.2. The individual's primary caregiver;
- 1.28.1.3. When applicable, DCYF and/or the Department's secure detention or commitment facility per RSA 169-B or other applicable statutes;
- 1.28.1.4. Care Management Entity (CME), if involved;
- 1.28.1.5. Current primary treatment provider; and
- 1.28.1.6. Insurance carrier, as necessary.
- 1.28.2. The Contractor shall provide a final report to those identified in Section 1.28.1, no later than thirty (30) days from the time of referral. The Contractor shall:
 - 1.28.2.1. Make efforts to complete the assessment no later than thirty (30) days of the placement, if the current placement is under consideration for the CAT
- 1.28.3. The Contractor shall provide the final report within fourteen (14) days from receiving an expedited referral including:
 - 1.28.3.1. Individuals detained or committed to the Department's secure detention or commitment facility per PSA 169-B, or other applicable statutes; or
 - 1.28.3.2. Youth who the Department and the Contractor deem eligible for expedited referrals; or
 - 1.28.3.3. Are Confirmation Assessment Reports per 1.30.
- 1.28.4. The Contractor shall determine the individual's behavioral health residential treatment level of care or other appropriate treatment by applying clinical judgement and by considering the totality of information collected and reviewed as part of the assessment.
- 1.28.5. The Contractor shall complete a final report that includes but is not limited to:
 - 1.28.5.1. Treatment needs based upon the results of the assessment.
 - 1.28.5.2. Recommendations that include but are not limited to:

1.28.5.2.1. A
determination
regarding the least
restrictive level of

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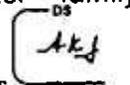


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Care setting appropriate for the child, and if involved with DCYF, consistent with the short- and long-term permanency goals in the DCYF-involved child's permanency plan.

1.28.5.2.2. For all children, a list of child-specific short- and long-term mental and behavioral health goals that are achievable and measurable.

1.28.5.2.3. If a behavioral health residential treatment episode is recommended, the reasons why the child's needs cannot be met by the family or in a foster family home, with the understanding that, per FFPSA regulation, a shortage of foster family homes is not an acceptable reason for determining the child's needs cannot be met in a foster family home.



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1.28.5.2.4. If a Level of Care 2, 3 or 4 QRTP is specifically recommended, the Assessor will specify why the recommended treatment in the QRTP is a setting that will provide the most effective and appropriate LOC in the least restrictive environment to meet the needs of the child.

1.28.6. When a PRTF level of care is needed, the Contractor shall forward all information, including the results of the assessment for certification by the medical doctor or psychiatrist designated by the Contractor.

1.28.7. When residential treatment is being recommended, the Contractor shall refer the individual to the Department's CME contractors for the transitional residential-enhanced care coordination (TR-ECC) program with information that includes, but is not limited to:

1.28.7.1. Demographics.

1.28.7.2. CAT final recommendation.

1.28.8. If behavioral health residential treatment or acute psychiatric hospitalization is required and the child is not actively involved with DCYF, the Contractor shall:

1.28.8.1. Work with the family, insurance carrier and referrer/treatment provider to ensure the individual can access the necessary appropriate level of treatment.

1.28.8.2. For Medicaid-enrolled individuals within the Covered Population, the Contractor must work with the MCO with which the individual is enrolled with in order to establish medical necessity for behavioral health residential treatment, if recommended, following the Early Periodic Screening, Diagnosis, and Treatment (EPSDT) guidelines.

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- 1.28.8.3. Assist the family with any insurance carrier forms or process to obtain prior authorization or approvals for behavioral health residential treatment.
- 1.28.9. If behavioral health residential treatment is not clinically indicated, the Contractor shall recommend to the referrer, at a minimum, appropriate community-based treatment and support, as needed.
- 1.29. The Contractor shall work with the Department to develop and implement policies, procedures, and a process by which to reassess and provide a confirmation of an individual who has had a change in behavioral health residential treatment provider within approximately 60 calendar days of their previous CAT determination.
- 1.30. The Contractor shall perform CAT Confirmations to review and assess any changes to a youth's treatment needs, strengths, and related recommendations within a short period of time.
- 1.31. The Contractor shall ensure CAT Confirmation Assessments include, but are not limited to:
 - 1.31.1. A review of updated clinical documentation detailing a youth's current progress, services, and related status.
 - 1.31.2. An interview of the referring worker to identify if any changes to the youth's status, strengths, needs and preferences have occurred.
 - 1.31.3. Completion of a new CANS assessment
 - 1.31.4. Completion of a new CAT report highlighting any changes to needs and strengths.
 - 1.31.5. The youth's preference for treatment.
- 1.32. The Contractor shall ensure a CAT Confirmation Assessment can be requested when:
 - 1.32.1. A youth in a behavioral health residential treatment setting is looking to transition within sixty (60) calendar days of their previous CAT determination, which may or may not include an anticipated change in level of care.
 - 1.32.2. The Department and the Contractor determine there is a unique circumstance where the CAT Assessment was completed and both the Department and the Contractor agree the youth's status and needs do

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not require a full CAT Assessment.

- 1.33. If at any time during the process it becomes clear that the youth's strengths, needs and/or status has significantly changed since the last CAT in a way that substantially impacts a thorough clinical assessment, the Confirmation Assessment will be changed to a full CAT Assessment to ensure all interviews and a direct interview of the youth occurs.
- 1.34. The Contractor shall assign the same Assessor to conduct the CAT Confirmation Assessment as the most recent CAT Assessment when possible per 1.25.1
- 1.35. The Contractor agrees that subsections 1.25., 1.26., and 1.27., may not apply in their entirety to CAT Confirmations and can be adjusted on a case-by-case basis.
- 1.36. Reconsideration Review
 - 1.36.1. The Contractor shall have a process for the referrer to request a Reconsideration Review in the event of an adverse decision in the final report.
 - 1.36.2. The Contractor shall develop and implement a Reconsideration Review process that includes, but is not limited to:
 - 1.36.2.1. Developing a Reconsideration Request form and list of required documents and/or materials necessary to initiate a reconsideration.
 - 1.36.2.2. Explanation of changes in behavior and/or additional information not provided or available at the time of the original review that may affect the determination.
 - 1.36.2.3. A review of the Reconsideration Request form and materials cited in Section 1.36.2.1 and 1.36.2.2 to determine a reconsideration determination within two (2) business days of receiving the Reconsideration Request from the referrer.
- 1.37. Collaborative Care
 - 1.37.1. The Contractor ensure collaboration and cohesion in reviewing records and discussing treatment recommendations by working with other behavioral health partners, which may include but are not limited to:
 - 1.37.1.1. The family.
 - 1.37.1.2. DCYF staff.

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- 1.37.1.3. The individual's and family's permanency team, when applicable, which may include, but is not be limited to:
 - 1.37.1.4. Biological and/or adoptive family members.
 - 1.37.1.5. Guardians.
 - 1.37.1.6. Relative and fictive kin, as well as professionals who are a resource to the family of the individual, as appropriate, including, but not limited to teachers and/or school personnel.
 - 1.37.1.7. Medical or mental health providers who have treated the individual.
 - 1.37.1.8. Clergy.
 - 1.37.1.9. The CME to ensure referrals for TR-ECC, PRTF, or FAST Forward programs as appropriate.
 - 1.37.1.10. The child's insurance carrier or MCO.
- 1.37.2. The Contractor shall obtain all necessary releases of information from the parent or legal guardian in order to be able to share the assessment and results of the assessment to any and all treatment providers, family and referent in accordance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and privacy requirements. The Contractor shall ensure:
 - 1.37.2.1. Releases of information are sufficient to ensure the results and recommendations can be shared with all treatment providers, support providers and all involved agencies working with, or on behalf of, the individual.
 - 1.37.2.2. Any of the records for the purpose of the assessment and provided as part of RSA 169- B, RSA 169- C, RSA 169- D or RSA 170-G:8-a are not re-disclosed.
 - 1.37.2.3. In the cases of referrals made from the Department, the release of information form is not required to return the report to the Department.
 - 1.37.2.4. For the purpose of the CAT assessment, the Contractor shall have the authority to communicate with all parties of a court case and all current court ordered service providers without a release when:

1.37.2.4.1. The individual is in DGYF
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custody;

1.37.2.4.2. The individual is in court ordered placement through DCYF; or

1.37.2.4.3. A CAT has been ordered to be conducted, regardless of custody or placement status.

1.38. CAT Implementation

1.38.1. The Contractor shall participate in weekly telephone calls with the Department to review the status of the development and implementation for the CAT, for at least the first six (6) months of the Agreement. The Contractor shall:

1.38.1.1. Provide a written weekly progress report in advance of the telephone call that summarizes:

1.38.1.1.1. Key work performed;

1.38.1.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each.

1.38.1.1.3. Scheduled work for the upcoming week.

1.38.1.2. Provide a report summarizing the results of the weekly status telephone call.

1.38.2. The Contractor shall participate in implementation and operational site visits or virtual reviews and review of individuals' files on a schedule provided by the Department. All Agreement deliverables, programs, and activities shall be subject to review during this time. The Contractor

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shall:

1.38.2.1. Ensure the Department has access to sufficient data for monitoring compliance requirements.

1.38.2.2. Provide the Department with access that includes but is not limited to:

1.38.2.2.1. Data.

1.38.2.2.2. Financial records.

1.38.2.2.3. Scheduled access to Contractor work sites, locations, work spaces and associated facilities.

1.38.2.2.4. Unannounced access to Contractor work sites, locations, work spaces and associated facilities.

1.38.2.2.5. Scheduled telephone access to Contractor principals and staff.

1.38.2.2.6. Individual files.

2. Exhibits Incorporated

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

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

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2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Reporting Requirements

3.1. The Contractor shall submit monthly reports to the Department which include, but are not limited to:

3.1.1. Any denials by the MCO for behavioral health residential treatment when the CAT indicated behavioral health residential treatment was necessary.

3.1.2. CAT Assessment Volume Detail report.

3.1.3. Average number of days for completion of CAT Assessments.

3.1.4. Average number of days for completion of a Reconsideration Requests.

3.1.5. CANS scoring for items with relevant demographic information.

3.1.6. The number of CAT Assessments within the specified timeframes.

3.1.7. The number of referrals that have DCYF involvement and the type of involvement.

3.1.8. The number of individuals who are in behavioral health residential treatment at the time of the assessment and at what level of care.

3.1.9. The number of individuals who required a confirmation assessment.

3.1.10. A narrative describing any issues or barriers that are affecting the preferred performance of the CAT network or outcomes.

3.1.11. Quality assurance activities and metrics defined in Subsection 4.3.

3.2. The Contractor shall submit data in a monthly report where data is aggregated and presented in a dashboard that includes, but is not limited to:

3.2.1. An aggregation of the information collected in Section 3.1 including the number of individuals determined to require behavioral health residential treatment and the number of individuals indicating a Specialized Setting defined as:

3.2.1.1. QRTP.

3.2.1.2. A setting specializing in providing prenatal, post-partum, or parenting supports for youth.

3.2.1.3. A supervised setting in which the individual is living independently

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and is 18 years of age or older.

3.2.1.4. A setting that provides high-quality residential care and supportive services for individuals who are found to be, or are at risk of becoming, sex trafficking victims.

3.3. The Contractor shall regularly collect and review Race, Ethnicity and Language (REAL) and Sexual Orientation or Gender Identity or Expression (SOGIE) data to identify health disparities and make necessary system changes in partnership with individuals and families to address the health disparities, as necessary,

3.4. The Contractor shall collect and maintain information regarding all referrals and assessments, which includes but is not limited to:

3.4.1. Referent by person's name, role, and agency.

3.4.2. DCYF Client Identification, if applicable.

3.4.3. Demographic information regarding clients.

3.4.4. Level of Care that is recommended.

3.4.5. Whether there is a LOC variation based on clinical assessment.

3.4.6. Whether a specialized setting is indicated and if so, which specialized setting type.

3.4.7. Incomplete assessments and with reason for incompleteness.

3.4.8. Date of referral.

3.4.9. Date of completion.

3.4.10. Whether the child was in a behavioral health residential treatment facility at the time of the assessment and at what level.

3.4.11. Whether the program was under consideration for the level of care.

4. Performance Measures Program Metrics and Quality Assurance

4.1. The Contractor shall implement and report on quality assurance activities that ensure the CAT Assessments, recommendations and process are of high quality, which includes but is not limited to:

4.1.1. Assisting and participating in any quality assurance processes conducted by the Department.

4.1.2. An internal review of completed assessments conducted by the Quality

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- Clinician.
- 4.1.3. Ensuring that training and training materials are current and relevant to performing quality work.
 - 4.1.4. Ensuring the collection of data to assess that the service delivery follows the CAT referral process and adheres to quality measures.
 - 4.1.5. Developing and administering Family and Youth Voice surveys to families and age appropriate youth, ensuring:
 - 4.1.5.1. Surveys are approved by the Department.
 - 4.1.5.2. Surveys are sent to all CAT recipients and primary caregivers.
 - 4.2. The Contractor shall work with Department-identified Quality Assurance staff to establish and maintain a quality assurance review process that ensures high-quality assessments are conducted and align with the residential treatment levels of care and system of care core values. In advance of the Quality Assurance review by the Department, the Contractor shall prepare information that includes but is not limited to:
 - 4.2.1. Policies and procedures.
 - 4.2.2. Documentation regarding the qualifications of the CAT Providers.
 - 4.2.3. Chart reviews.
 - 4.2.4. All survey responses.
 - 4.3. The Contractor shall use the following metrics in their quality assurance activities.
 - 4.3.1. Timely Access to Treatment
 - 4.3.1.1. Referrals are accepted and interviews scheduled within seven (7) days of receiving the referral.
 - 4.3.1.2. Average days to completion of a CAT is on average, greater than 30 days.
 - 4.3.2. Quality Assessments
 - 4.3.2.1. Each CAT conducted has clear recommendations.
 - 4.3.2.2. The information and recommendations in the CAT final report is clear and aligns with the CANS results.
 - 4.3.2.3. Requests for a Reconsideration Review does not exceed ⁰⁵ fifteen

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percent (15.%) of all CAT assessments.

4.3.3. Family and Youth Voice is considered and Family and Youth surveys indicate an overall satisfaction rate of no less than 90%

4.4. The Contractor shall conduct internal quality assurance activities using the following metrics in Table 4.1

Role	4.1 Key Quality Metric	
Assessor	<ul style="list-style-type: none"> • Completes CANS assessment using all required documentation and face-to-face interviews • Completes Respondent Participation Form • Develops individualized recommendations and determination based on the Assessment. 	<ul style="list-style-type: none"> • Internal consistency of CANS assessment items, including notes and supplemental information • All required documentation considered in assessment completion • Appropriate sources used for CANS assessment • Respondent Participation Form documents required outreach and interviewees • Appropriate evaluation of suitability for QRTP • Appropriate identified LOC and child behavioral health goals • Assessment and determination completed in contractually required turnaround time
Quality Clinician	<ul style="list-style-type: none"> • Ongoing quality assurance of Assessor work • Reviews assessment, supplemental documentation, Assessor determination and individualized recommendations. • Finalizes LOC, goals, and Final Report in alignment with state criteria and guidance 	<ul style="list-style-type: none"> • Quality assurance documented, thorough, and complete • Sought additional information or clarifications as appropriate • All required documentation considered in determination and determination made in accord with state criteria • Appropriate LOC and goals with clear rationale in Final Report, written in plain and person-centered language • Utilization review and quality assurance completed in contractually required turnaround time

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Role	4.1 Key Quality Metric	
Project Support Specialist	<ul style="list-style-type: none"> • Scheduling: Contacts beneficiary/guardian/family or mails letter • Documents of confirmed date, time, and location for all respondents • Communicates in a professional and courteous manner • Inputs data into correct system in the correct manner • Documents all call and email activity 	<ul style="list-style-type: none"> • Date, time, and location consistent across all documentation • Interview participant requests for accommodations are addressed are accommodated, and accommodation needs arranged, which may include interpreter or conference line communicated to the Assessor • Assessments scheduled within the appropriate timeframe • Any rescheduled assessments are documented • Cancellations logged appropriately • Returns voicemail and email messages within required timeframes • Performs notification and mailing duties accurately and within required timeframes

4.5. The Department will monitor Contractor performance by:

4.5.1. Reviewing of the monthly reports including summaries of the quality metrics; and

4.5.2. Conducting annually quality assurance reviews and on-site reviews of the Contractor operations to ensure compliance with the contractual objectives. Site visits may be conducted virtually.

4.6. The Contractor shall participate in monthly compliance meetings with the Department.

4.7. In the event of pending/ongoing Investigations/lawsuits, the Contractor shall:

4.7.1. Submit documentation showing the nature and background of the lawsuit/investigation.

4.7.2. Submit quarterly progress reports.

4.7.3. Send all above documentation to dhhs-grants@dhhs.nh.gov.

4.8. The Contractor shall actively and regularly collaborate with the Department to

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enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

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

4.10. The Department may identify expectations for active and regular collaboration, including key performance measures, in the resulting contract. Where applicable, the Vendor must collect and share data with DHHS in a format specified by the DHHS.

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

5. Additional Terms.

5.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

5.3. Credits and Copyright Ownership

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

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required, e.g., the United States Department of Health and Human Services."

- 5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 5.3.3.1. Brochures.
 - 5.3.3.2. Resource directories.
 - 5.3.3.3. Protocols or guidelines.
 - 5.3.3.4. Posters.
 - 5.3.3.5. Reports.

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

6. Records

- 6.1. The Contractor shall keep records that include, but are not limited to:
 - 6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 6.1.3. 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

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services.

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

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 as described in Exhibit C.

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

Lori A. Sablaette
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

June 2, 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 **Sole Source** contract with Maximus US Services, Inc. (VC# TBD), Franklin, TN in the amount of \$743,132 to provide comprehensive assessments to determine whether children, youth, or young adults are in need of behavioral health residential treatment services and the least restrictive and most appropriate level of care, with the option to renew for up to five (5) additional years, effective upon Governor and Council approval through June 30, 2023. 100% General Funds.

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

05-95-92-921010-2053 HEALTH AND SOCIAL SERVICE, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUR FOR CHILDREN'S BEHAVIORAL HEALTH, SYSTEM OF CARE

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102-500731	Contracts for Prog Svc	92102053	\$22,164
2022	102-500731	Contracts for Prog Svc	92102053	\$329,138
2023	102-500731	Contracts for Prog Svc	92102053	\$391,830
			Total	\$743,132

EXPLANATION

This request is **Sole Source** because there are no known viable alternatives to the services provided by the vendor. The Department published a Request for Proposals from October 23, 2020 through January 19, 2021, and received no proposals. The vendor currently provides similar services in other states and is familiar with the federal requirements. This vendor is therefore uniquely qualified to support New Hampshire in complying with federal regulations and to offer this necessary service to the children and youth in need of residential treatment services.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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This service is an essential component of the Department's Residential Treatment Transformation, which is a part of the implementation of the System of Care RSA 135-F and the federal Family First Prevention Services Act (FFPSA) in partnership with DCYF. This service also provides clinical justification and eligibility for individuals under consideration for the Psychiatric Residential Treatment Facility (PRTF). This service must be in place by October 2021 to meet the federal requirements for implementing FFPSA. The vendor is uniquely qualified to support New Hampshire in being in compliance with Federal Regulations.

The purpose of this request is for the Contractor to provide conflict-free comprehensive assessments for treatment services, which will determine whether children, youth, or young adults are in need of behavioral health residential treatment services and the least restrictive and most appropriate level of care. The Contractor will receive referrals and conduct the Comprehensive Assessment for Treatment (CAT) by utilizing the referral information, interviews, documentation and the results of a Child and Adolescent Needs and Strengths (CANS) assessment. The assessment will determine the youth's eligibility for the residential treatment Level of Care. It will include clear short- and long-term goals for the recommended time-limited residential treatment episode. The CAT will be used to assist the Department with shortening lengths of stay, streamlining the referral and admissions process for residential treatment, and reducing the number of youth entering residential treatment who clinically do not require that level of care.

The Contractor will provide services for children, youth, and young adults from ages five (5) to twenty-one (21) who may have behavioral health needs that require residential treatment. Referrals will come from the Division for Children, Youth, and Families, clinical professionals, hospitals, Community Mental Health Centers, and others in the community. Approximately 500 individuals will be served from the effective date through June 30, 2023.

The Department will monitor contracted services by:

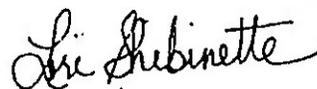
- Ensuring timeliness of initiation and completion of assessments;
- Ensuring quality of assessments;
- Reviewing Child and Adolescent Needs and Strengths (CANS) results; and
- Monitoring the number of reconsideration reviews and Family and Youth satisfaction.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Subsection 1.1., of the attached contract, the parties have the option to extend the agreement for up five (5) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department will not have a Qualified Assessor as required in Family First Prevention Services Act, compromising Federal IV-E funding for Residential Treatment Programs and preventing the State from complying with federal mandates. The Department will also not be able to evaluate eligibility for the Psychiatric Residential Treatment Facility and therefore may not be able to utilize Medicaid for the funding of the PRTF. Additionally, the Department will not be able to provide clear recommendations for levels of care for residential treatment settings and reduce the utilization of residential treatment for youth who may not require residential treatment services.

Area served: Statewide

Respectfully submitted,



Lori A. Shibinette
Commissioner

Subject: Comprehensive Assessment for Treatment for Children's Behavioral Health (SS-2021-DBH-13-COMPR-01)

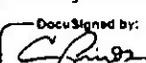
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Maximus US Services Inc.		1.4 Contractor Address 1891 Metro Center Drive Reston VA 20190	
1.5 Contractor Phone Number (312) 285-9617	1.6 Account Number 05-95-92-921010-2053-102-500731	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$743,132
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:  Date: 6/14/2021		1.12 Name and Title of Contractor Signatory Monica Bittner Contracts Counsel	
1.13 State Agency Signature DocuSigned by:  Date: 6/14/2021		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:  On: 6/14/2021			
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.

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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 five (5) additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 8 Event of Defaults/Remedies is amended by adding subparagraphs 8.4 and 8.5 as follows:

8.4 Except for Contractor's liability for any data security breaches caused by the Contractor, as referenced in Exhibit K, DHHS Information Security Requirements (Section IV, Procedures for Security, Paragraph 11), and for Contractor's indemnification obligations set forth in Paragraph 13 of the General Provisions, notwithstanding anything to the contrary, in no event shall the Contractor be liable to the State, whether a claim be in tort, contract or otherwise, for any amount in excess of the total fees paid, pursuant to this Agreement except to the extent the damages were caused primarily by the Contractor relating to the Services. In no event shall the Parties be liable for any consequential, special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to this Agreement (including, without limitation, loss of profit, data, revenue, goodwill, or similar damages) even if advised of the possibility of such damages. This paragraph shall survive termination of this Agreement.

8.5 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid, but in no event shall it exceed the contract price pursuant to Paragraph 5.2. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State. This paragraph shall survive termination of this Agreement.

1.3. Paragraph 9, Termination, is amended by adding subparagraph 9.3 as follows:

9.3 The State will pay the Contractor for any work performed up until termination.

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

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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.

1.5. Paragraph 13, Indemnification, is amended as follows:

13 The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the negligent acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

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Scope of Services

1. Statement of Work

1.1. The Contractor shall complete conflict-free Comprehensive Assessments for Treatment (CAT), which is a process of accepting referrals, completing various types of clinical assessments, and generating a final determination report as defined in Section 1.2 for the population defined in Section 1.3. The Contractor shall ensure CATs are conflict-free in accordance with Section 1:14.2.

1.2. The Contractor shall complete CATs for the purpose of determining:

1.2.1. Whether an individual is in need of behavioral health residential treatment services (hereafter "residential treatment").

1.2.2. Whether an individual is in need of residential treatment services as defined by qualified residential treatment placement (QRTP).

1.2.3. The least restrictive and most appropriate level of care for said residential treatment.

1.2.4. The targeted resources in order to treat and stabilize conditions and symptoms of behavioral health issues so that individuals are not in residential settings beyond what is clinically necessary.

1.3. The Contractor shall provide services in this Agreement for children, youth, and young adults (hereafter "individuals") from ages five (5) up to age twenty-one (21) who may have behavioral health needs that may require residential treatment.

1.4. The Contractor shall ensure that all individuals who are recommended for residential treatment have a documented clinical need for an episode of treatment as such the Contractor shall:

1.4.1. Document the identified clinical needs of the individual and ensure that those needs align with an appropriate level of care recommendation within the State's residential treatment system; and

1.4.2. Ensure that appropriate payers have medical necessity documentation for treatment and can make a decision regarding approval for the treatment episode, as needed.

1.5. The Contractor shall ensure CAT services are available and provided statewide.

1.6. The Contractor shall ensure CAT services are provided in alignment with the Department's System of Care Core values as follows:

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- 1.6.1. Family and Youth Driven, which considers the perspectives and goals of the family and the youth.
- 1.6.2. Community based, which considers the least restrictive treatment setting that can be most effective in treating the child, youth and young adult.
- 1.6.3. Culturally and Linguistically Competent, which considers the family and individuals language preferences, cultural, and perspectives.
- 1.6.4. Trauma-informed, in which staff are trained in trauma informed practices using the six (6) core principles of trauma informed care as follows:
 - 1.6.4.1. Safety;
 - 1.6.4.2. Trustworthiness and Transparency;
 - 1.6.4.3. Peer Support;
 - 1.6.4.4. Collaboration and Mutuality;
 - 1.6.4.5. Empowerment, Voice and Choice; and
 - 1.6.4.6. Cultural, Historical, and Gender Issues.
- 1.7. For the purposes of this Agreement, all references to days shall mean calendar days.
- 1.8. For the purposes of this Agreement, all references to business hours shall mean Monday through Friday from 8:00 AM EST to 5:00 PM EST, excluding state and federal holidays.
- 1.9. The Contractor shall use the Department's Child and Adolescent Needs and Strengths (CANS) system, hosted by RCR Technologies, to enter in the data required by CANS.
- 1.10. The Contractor shall work directly with RCR to arrange user access to the CANS system and appropriate system user training for its workforce and Department approved sub-contractors.
- 1.11. The Contractor shall use its own assessment tool, Assessment Pro, to collect information and data for the assessments associated with this Agreement. Should the Department and Contractor agree to use the Contractor's assessment tool, Assessment Pro, for uploading CAT data for the purposes of this contract, the Contractor agrees to provide the Department's staff members with user support and trouble shooting in relationship to user access accounts and use of the Contractor's Assessment Tool.

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- 1.12. The Contractor shall comply with New Hampshire Revised Statutes Annotated (RSA) 135-F and federal Families First Prevention Services ACT: The Family First Prevention Services Act (FFPSA) that was signed into law as part of Public Law (P.L.) 115-123 Federal Legislation, and participating provider agreement and billing rules.
- 1.13. The Contractor shall work with the Department to develop, implement and operationalize a final CAT process workflow, which shall be mutually agreed upon by the Contactor and the Department, to include, but not limited to, the following:
 - 1.13.1. Project work plan;
 - 1.13.2. Project governance infrastructure, including status reporting, system reports, productivity reports, operations reports, and other project resources needed to support activities under this Agreement;
 - 1.13.3. Identification of a dedicated Project Manager;
 - 1.13.4. Identification of any licenses required to support this Agreement;
 - 1.13.5. CAT process for each category as follows:
 - 1.13.5.1. Referrals;
 - 1.13.5.2. Scheduling;
 - 1.13.5.3. Assessment;
 - 1.13.5.4. Quality Review;
 - 1.13.5.5. Determination and Reconsideration;
 - 1.13.5.6. Identification of the activities and the length of time for the activities for each category listed in Section 1.10.1.; and
 - 1.13.5.7. Identification of who will complete the activities.
- 1.14. The Contractor shall follow the finalized CAT process workflow in Section 1.13.
- 1.15. The Contractor shall work with the Department to define decision guides, rules, and best practices regarding contacting, scheduling, interviewing, and identifying who shall be interviewed, especially in the event that individuals and their parents or guardians are unable or unwilling to participate.
- 1.16. The Contractor shall work with the Department to define decision guides, rules, and best practices in accordance with the guidance by the Administration for

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Children and Families on how to manage the CAT including but not limited to the event of:

- 1.16.1. An unplanned discharge to a lower level of care prior to the assessment.
- 1.16.2. Re-entries to care.
- 1.16.3. Unavailability of the individual.

1.17. Staffing and Training

- 1.17.1. The Contractor shall recruit, hire, train and retain personnel, including, but not limited to, the following:
 - 1.17.1.1. One (1) Operations director.
 - 1.17.1.2. One (1) Clinical Implementation manager.
 - 1.17.1.3. One (1) Quality clinician, who is licensed in New Hampshire.
 - 1.17.1.4. Approximately twenty-five (25) Assessors who have a bachelor's degree related to human services and who are located throughout NH to be deployed to conduct assessments.
- 1.17.2. The Contractor shall ensure staff conducting or approving the CAT assessments are qualified individuals who are trained professionals or licensed clinicians who are not employees of the Department and who are not connected to, or affiliated with, any placement setting in which children are placed by the Department or makes a recommendation to place.
- 1.17.3. When the CAT final report determines a Psychiatric Residential Treatment Facility (PRTF) level of care, the Contractor shall ensure a state of New Hampshire licensed Doctor of Medicine (MD) or psychiatrist, determines that the PRTF level of care for treatment is medically necessary and certifies the need for the PRTF level of care services in accordance with 42 CFR 441.151.
- 1.17.4. The Contractor shall develop a Training Plan, with input and final approval by the Department.
- 1.17.5. The Contractor shall train staff on topics that shall include, but are not limited to, the following:

1.17.5.1. CAT process, as finalized and approved by the Department,

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- 1.17.5.2. NH residential treatment levels of care;
- 1.17.5.3. Child and Adolescent Needs and Strengths tool (CANS);
- 1.17.5.4. System of Care values; and
- 1.17.5.5. NH Children's mental health resources and services.

1.18. Background Checks

1.18.1. Prior to making an offer of employment or for volunteer work, the Contractor shall, after obtaining signed and notarized authorization from the person or persons for whom information is being sought:

- 1.18.1.1. Obtain and verify at least two (2) references for the person;
- 1.18.1.2. Submit the person's name for review against the bureau of elderly and adult services (BEAS) state registry maintained pursuant to RSA 161-F:49;
- 1.18.1.3. Submit the person's name for review against the Division for Children, Youth, and Families (DCYF) Central Registry in accordance with RSA 169-C:35 II Central Registry.
- 1.18.1.4. Complete a criminal records check to ensure that the person has no history of:
 - 1.18.1.4.1. Felony conviction; or
 - 1.18.1.4.2. Any misdemeanor conviction involving:
 - 1.18.1.4.3. Physical or sexual assault;
 - 1.18.1.4.4. Violence;
 - 1.18.1.4.5. Exploitation;
 - 1.18.1.4.6. Child pornography;
 - 1.18.1.4.7. Threatening or reckless conduct;
 - 1.18.1.4.8. Theft;
 - 1.18.1.4.9. Driving under the influence of drugs or alcohol; or
 - 1.18.1.4.10. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer.

1.18.2. Unless the Contractor requests and obtains a waiver from the Department, it will not hire any individual or approve any individual to act

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as a volunteer if:

- 1.18.2.1.1. The individual's name is on the BEAS state registry and/or DCYF Central Registry Check.
- 1.18.2.1.2. The individual has a record of a felony conviction; or
- 1.18.2.1.3. The individual has a record of any misdemeanors specified in Subparagraph 1.18.1.4.

1.18.3. Per. State policy background checks must be completed prior to the Contractor's staff accessing or viewing Confidential Data or having direct contact with individuals in relationship to this Agreement.

1.19. Contractor Key Project Staff

1.19.1. The Contractor shall assign a Contract Manager who will be responsible for all Agreement authorization and administration, including but not limited to processing Agreement documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Agreement administrative activities.

1.19.2. The Contractor shall assign a Project Director (also known as "Project Manager") who is qualified to perform or supervise the Contractor's obligations under this Agreement.

1.19.2.1.1. The State may require removal or reassignment of Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction. The Project Manager must be an employee of the Contractor, allocated to this project. The Project Manager should possess extensive experience in the following areas: customer service/relations, and staff management.

1.19.2.1.2. The Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as Contractor's representative for all administrative and management matters. Project Manager must be available to promptly respond during normal Business Hours within One (1) hour of inquiries from the State, and be at the Site as

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needed. Project Manager must work diligently and use his/ her best efforts on the Project.

1.19.2.2. The Contractor's Project Manager's duties shall include the following:

1.19.2.2.1. Primary point-of-contact (POC) for the project with the State;

1.19.2.2.2. Provides oversight for all implementation and start-up service delivery activities and tasks, including support, recruitment, and hiring of new staff needed for this effort;

1.19.2.2.3. Ensures all Contractor and sub-contractor's employed meet the terms and conditions of this contract, exhibit strong communication skills, interpersonal skills, and aptitude for understanding complex issues; and

1.19.2.2.4. Provides direction to the team, including communication with State, training, risk management, and reporting.

1.20. Change of Project Manager

1.20.1.1. The Contractor shall not replace the Project Manager or change its assignment of Project Manager without providing the State written notice and obtaining the prior approval of the State of the replacement Project Manager. State approvals for replacement of Project Manager shall not be unreasonably withheld. The replacement Project Manager is subject to the same requirements and Review as set forth above. Contractor shall assign a replacement Project Manager within ten (10) business days of the departure of the prior Project Manager, and Contractor shall continue during the ten (10) business day period to provide competent project management Services through a qualified interim Project Manager.

1.20.1.2. The Contractor's Operations Manager's duties shall include the following:

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- 1.20.1.2.1. Responsible for all activities related to contract administration;
- 1.20.1.2.2. Manages day-to-day activities for the project, including management of staff and scheduling;
- 1.20.1.2.3. Provides day-to-day support to the State for project deliverables, such as resource coordination, operational-level issue resolution, reporting, and issue escalations;
- 1.20.1.2.4. Oversees project staff and delegation of Contractor workforce responsibilities; and
- 1.20.1.2.5. Participates in meetings as requested by the State.

1.20.2. The State reserves the right to require removal or reassignment of Key Project Staff who are found unacceptable to the State. Contractor shall not change Key Project Staff commitments without providing the State written notice and obtaining the prior written approval of the State. State approvals for replacement of Key Project Staff will not be unreasonably withheld. The replacement Key Project Staff shall have comparable or greater skills than Key Project Staff being replaced.

1.21. Department Key Project Staff .

- 1.21.1. The Department shall assign a Contract Manager who shall function as the State's representative with regard to Agreement administration and invoice sign-off.
- 1.21.2. The Department shall assign a Project Manager whose duties shall include the following:
 - 1.21.2.1. Leading the Project;
 - 1.21.2.2. Engaging and managing all Contractors working on the Project;
 - 1.21.2.3. Managing significant issues and risks;
 - 1.21.2.4. Reviewing and accepting Deliverables;
 - 1.21.2.5. Review and approval of Change Orders; and

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1.21.2.6. Managing stakeholders' concerns.

1.22. Referrals

1.22.1. The Contractor shall accept referrals for CATs from the Department's Division of Children, Youth, and Families, Bureau for Children's Behavioral Health, Sununu Youth Services Center, which is the State's secure detention or commitment facility per RSA 169-B or other applicable statutes, and from providers (hereafter "referrer(s)"), such as but not limited to:

1.22.1.1. Hospitals.

1.22.1.2. Community Mental Health Centers.

1.22.1.3. Managed Care Organizations (MCOs).

1.22.1.4. Care Management Entities (CMEs).

1.22.1.5. Crisis Access Point Contractor.

1.22.1.6. Schools.

1.22.1.7. Other treating providers approved by the Department.

1.22.2. The Contractor shall work with the Department to modify the list of referrers identified in Section 1.15.1.

1.22.3. The Contractor shall receive referrals using the Department's finalized CAT Referral Form and supporting documentation, which may be modified after consultation with and approval by the Department.

1.22.4. The Contractor shall work with all referrers listed in Section 1.22.1 to educate them on:

1.22.4.1. The CAT process.

1.22.4.2. Required elements and supporting documents needed to make a referral such as but not limited to:

1.22.4.2.1. Assessment logistics and child locations (where they are now/where will they be for the next seven (7) days).

1.22.4.2.2. Copy of individual's Service Plan and or treatment plan.

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1.22.4.2.3. Name(s) and contact information of assessment participants including members of the Child and Family Team including current providers.

1.22.4.2.4. Psychiatric evaluation and/or diagnostic assessment.

1.22.4.2.5. Any prior Child and Adolescent Strengths and Needs (CANS) assessment completed.

1.22.4.2.6. Individual Education Plan (IEP), if applicable.

1.22.4.2.7. Psychological testing/assessments and/or behavioral assessment.

1.22.4.2.8. Court or legal records.

1.22.4.3. How to complete the Department's CAT referral form.

1.22.4.3.1. Should the referral come from the Department the Department shall provide the above records that are available.

1.22.4.4. How to make a referral to the Contractor and process referrals through:

1.22.4.4.1. Contractor's electronic information technology (IT) system.

1.22.4.4.2. Secure email.

1.22.4.4.3. Fax.

1.22.4.4.4. Mail.

1.22.5. The Contractor shall review the completed referral form and supporting documents to ensure that all the required information is available to move to scheduling an appointment to interview the individual, their parents and guardians for the required information needed to complete the assessment.

1.23. Scheduling

1.23.1. The Contractor shall identify an Assessor who is available or most appropriately qualified and located nearest to the individual ^{or} and their

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parents or guardian and confirm the Assessor's availability to conduct a face-to-face in person or virtual electronic interview, as applicable to the federal regulations.

- 1.23.2. The Contractor shall schedule and make all required arrangements with the parent or guardian or caregiver and the individual to schedule the date, time, and location with the Assessor to conduct an interview.
- 1.23.3. The Contractor shall schedule the interview within seven (7) days of receiving the referral.
- 1.23.4. The Contractor shall ensure the date, and time, and location of the interview is at an amicable time for the individual and their parents or guardian and the location is appropriate and safe.
- 1.23.5. The Contractor shall attempt to attend a naturally occurring meeting of the Child and Family Team or treatment team meeting.
- 1.23.6. The Contractor shall conduct separate interviews of the individual and other key team members when appropriate and based upon the individual's age and unique needs.
- 1.23.7. The Contractor shall conduct interviews of other key team members in order to provide helpful clinical information about the child.
- 1.23.8. The Contractor shall ensure the Assessor confirms with the individual's parent or guardian the day prior to the appointment, the appointment's date, time, and location for the interview. The Contractor shall ensure the Assessor confirms the appointment with an email, text message, or phone call. Contractor agrees PHI or PII will not be included in this appointment communication.
- 1.23.9. The Contractor shall make the required accommodation(s) for the individual, parents or guardian in order to conduct the interview.

1.24. Assessment

- 1.24.1. The Contractor shall ensure the Assessor:
 - 1.24.1.1. Reviews the referral form and supporting documentation prior to the appointment.
 - 1.24.1.2. Interviews the individual, their parents or guardian, and other natural and professional supports for helpful clinical

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information about the individual.

- 1.24.1.3. Interviews the individual separately to ensure an accurate assessment, which is not overly influenced by the presence of others.
- 1.24.2. The Contractor shall ensure Assessors conduct the interviews to collect information on the following:
 - 1.24.2.1. Family dynamics and functioning.
 - 1.24.2.2. Psychosocial.
 - 1.24.2.3. School function and a review of any Individualized Education Plan (IEP) documentation.
 - 1.24.2.4. Information from referrer and family.
 - 1.24.2.5. The individual's needs and strengths utilizing the Department's CANS.
- 1.24.3. The Contractor shall ensure the Assessors conduct the interviews using other behavioral health screening tools as necessary to include, but not be limited to:
 - 1.24.3.1. Columbia Suicide Severity Rating Scale (C-SSRS)
 - 1.24.3.2. Patient Health Questionnaire-9 (PHQ9)
 - 1.24.3.3. Car, Relax, Alone, Forget, Friends, Trouble (CRAFFT)
 - 1.24.3.4. Juvenile Sex Offender Protocol (JSOP)
- 1.24.4. The Contractor shall have the Assessor make recommendations that will include the following but not limited to:
 - 1.24.4.1. The least restrictive Level of Care setting appropriate for the child and consistent with the short- and long-term goals, which shall include the rationale for any variation of the LOC based on the clinical assessment.
 - 1.24.4.2. For all individuals, a list of individual-specific short- and long-term mental and behavioral health goals that are achievable and measurable.
 - 1.24.4.3. If a residential treatment placement is recommended, specify reasons why the individual's needs cannot be met

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by the family or in a foster family home, with the understanding that, per FFPSA regulation, a shortage of foster family homes is not an acceptable reason for determining the child's needs cannot be met in a foster family home.

1.24.4.4. If a QRTP is specifically recommended, specify why the recommended placement in the QRTP is a setting that will provide the most effective and appropriate LOC in the least restrictive environment to meet the needs of the child.

1.25. Quality Review of the Assessments

1.25.1. For all completed assessments, the Contractor shall complete a quality review within five (5) days of the completed assessment to ensure all information is complete and accurate for the following documentation but not limited to:

1.25.1.1. The referral information and supporting documentation.

1.25.1.2. The CANS scores.

1.25.1.3. The Assessor's recommendation for the residential treatment level of care.

1.25.2. The Contractor shall follow up with the Assessor to clarify or complete tasks not completed for the assessments.

1.25.3. The Contractor shall enter the CANS scores into the Department's CANS system, hosted by RCR Technologies, to apply the Department's CANS algorithms to determine a level of care.

1.25.4. The Contractor shall develop a quality assurance policy and procedures for monitoring activities for performance and improvement, for Department approval.

1.26. Assessment Results, Recommendations and Final report

1.26.1. The Contractor shall complete a final report with seven (7) days from quality review in Section 1.25 and ensure the final report and recommendations will be accessible to the following:

1.26.1.1. Referrers;

1.26.1.2. The individual's primary caregiver;

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- 1.26.1.3. When applicable, DCYF and/or Sununu Youth Services, which is the State's secure detention or commitment facility per RSA 169-B or other applicable statutes;
- 1.26.1.4. Care Management Entity (CME) if involved;
- 1.26.1.5. Current primary treatment provider; and
- 1.26.1.6. Insurance carrier when necessary.
- 1.26.2. The Contractor shall provide a final report to those identified in Section 1.26.1 within fourteen (14) days from the receipt of referral for individuals who are detained at Sununu Youth Services Center, which is the State's secure detention or commitment facility per RSA 169-B or other applicable statutes, and within thirty (30) days from receipt of the referral for all other individuals.
- 1.26.3. The Contractor shall determine the individual's residential treatment level of care or other appropriate treatment by applying clinical judgement and by considering the totality of information collected and reviewed as part of the assessment.
- 1.26.4. The Contractor shall complete a final report that includes the following but is not limited to:
 - 1.26.4.1. Treatment needs based upon the results of the assessment.
 - 1.26.4.2. Recommendations that include but are not limited to:
 - 1.26.4.2.1. A determination regarding the least restrictive Level of Care setting appropriate for the child, and if involved with DCYF consistent with the short- and long-term permanency goals in the DCYF involved child's permanency plan.
 - 1.26.4.2.2. For all children, a list of child-specific short- and long-term mental and behavioral health goals that are achievable and measurable.
 - 1.26.4.2.3. If a residential treatment episode is recommended, the reasons why the child's needs cannot be met by the family or in a foster family home, with the understanding that, per FFPSA regulation, a

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shortage of foster family homes is not an acceptable reason for determining the child's needs cannot be met in a foster family home.

- 1.26.4.2.4. If a Level of Care 2, 3 or 4 QRTP is specifically recommended, the Assessor will specify why the recommended treatment in the QRTP is a setting that will provide the most effective and appropriate LOC in the least restrictive environment to meet the needs of the child.
- 1.26.5. When a PRTF level of care is needed, the Contractor shall forward all information, including the results of the assessment for certification by the MD or psychiatrist designated by the Contractor.
- 1.26.6. When residential treatment is being recommended, the Contractor shall refer the individual to the Department's Care Management Entity contractors for the transitional residential-enhanced care coordination (TR-ECC) program and include but not limited to:
 - 1.26.6.1. Demographics.
 - 1.26.6.2. CAT final recommendation.
- 1.26.7. If residential treatment or acute psychiatric hospitalization is required and the child is not actively involved with DCYF, the Contractor shall:
 - 1.26.7.1. Work with the family, insurance carrier and referrer/treatment provider to ensure the individual within the covered population can access to the appropriate level of treatment needed.
 - 1.26.7.2. For Medicaid-enrolled individuals within the Covered Population, the Contractor must work with the MCO that the individual within the Covered Population is enrolled with in order to establish medical necessity for residential treatment, if recommended, following the Early Periodic Screening, Diagnosis, and Treatment (EPSDT) guidelines.
 - 1.26.7.3. Assist the family with any insurance carrier forms or process to obtain prior authorization or approvals for residential treatment.
- 1.26.8. If residential treatment is not clinically indicated, the Contractor shall

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recommend to the referrer, at a minimum, appropriate community-based treatment and support, as needed.

1.27. The Contractor shall work with the Department to develop and implement policies, procedures, and a process by which to reassess and provide a confirmation of an individual who has had a change in residential treatment provider within thirty (30) days either from the initial CAT or from the admission date for treatment.

1.28. Reconsideration

1.28.1. The Contractor shall have a process for the referrer to request a reconsideration review in the event of an adverse decision in the final report.

1.28.2. The Contractor shall develop and implement a reconsideration process that includes but is not limited to:

1.28.2.1. Developing a reconsideration request form and list of required materials.

1.28.2.2. Explanation of changes in behavior and/or additional information not provided or available at the time of the original review that may affect the determination.

1.28.2.3. A review of the reconsideration form and materials cited in Section 1.22.2.1 and 1.22.2.2 to determine a reconsideration determination within two (2) business days upon receipt of the reconsideration request from the referrer.

1.29. Collaborative Care

1.29.1. The Contractor will work with the following partners to ensure collaboration and cohesion in reviewing records and discussion in treatment recommendations but not limited to:

1.29.1.1. The family.

1.29.1.2. DCYF staff.

1.29.1.3. The individual's and family's permanency team, when applicable, The family and child/family permanency team may include, but is not be limited to:

1.29.1.3.1. Biological/adoptive family members.

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1.29.1.3.2. Guardians.

- 1.29.1.4. Relative and fictive kin, as well as professionals who are a resource to the family of the child, youth, or young adult, as appropriate, including, but not limited to teachers and/or school.
- 1.29.1.5. Medical or mental health providers who have treated the individual.
- 1.29.1.6. Clergy.
- 1.29.1.7. The Care Management Entities to ensure referrals for TR-ECC, PRTF, or FAST Forward programs as appropriate.
- 1.29.1.8. The child's insurance carrier or Medicaid MCO.

1.29.2. The Contractor shall obtain all necessary releases of information from the parent or legal guardian in order to be able to share the assessment and results of the assessment to any and all treatment providers, family and referent in accordance with HIPAA and privacy requirements. The Contractor shall ensure:

- 1.29.2.1. Releases of information are sufficient to ensure the results and recommendations can be shared with all treatment providers, support providers and all involved agencies working with, or on behalf of, the child, youth, or young adult.
- 1.29.2.2. Any of the records for the purpose of this assessment and provide as part RSA 169- B, RSA 169- C, RSA 169- D or RSA 170-G:8-a shall not be re-disclosed.
- 1.29.2.3. In the cases of referrals, which were made from the Department, the release would not be required to return the report to the Department.

1.30. CAT Start up and Implementation

- 1.30.1. The Contractor shall develop, implement and operationalize the CAT within three (3) months of the Effective Date of this Agreement.
- 1.30.2. The Contractor shall participate in a kick-off meeting with the Department within ten (10) calendar days of this Agreement's Effective Date to review contract timelines, scope, and deliverables.

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1.30.3. The Contractor shall participate in weekly telephone calls with the Department to review the status of the development and implementation for the CAT, for at least the first six (6) months of the Agreement. The Contractor shall:

1.30.3.1. Provide a written weekly progress report in advance of the telephone call that summarizes:

1.30.3.1.1. Key work performed;

1.30.3.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each.

1.30.3.1.3. Scheduled work for the upcoming week.

1.30.3.2. Provide a report summarizing the results of the weekly status telephone call.

1.30.4. The Contractor shall participate in implementation and operational site visits or virtual reviews and review of individuals' files on a schedule provided by the Department. All Agreement deliverables, programs, and activities shall be subject to review during this time. The Contractor shall:

1.30.4.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements.

1.30.4.2. Ensure the Department is provided with access that includes but is not limited to:

1.30.4.2.1. Data.

1.30.4.2.2. Financial records.

1.30.4.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.

1.30.4.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.

1.30.4.2.5. Scheduled phone access to Contractor principals and staff.

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1.30.4.2.6. Individual files.

1.30.5. The Contractor shall provide an updated work plan from the one initially proposed to develop, implement and operationalize the CAT, for Department review and approval within fifteen days of this Agreement's Effective Date. The work plan shall include but is not limited to:

1.30.5.1. A staff recruitment plan and progress towards meeting the staffing requirements in this Agreement;

1.30.5.2. An estimate of the startup purchases, projects, and other items and their respective costs needed to meet the requirements of this Agreement in order to be operational, up to the dollar amount identified in Exhibit C Payment Terms;

1.30.5.3. A summary of the startup costs utilized for staff who will be integral in developing and implementing the CAT;

1.30.5.4. Identification and description of the tasks to be performed;

1.30.5.5. Identification of the staff responsible for performing the tasks;

1.30.5.6. Milestones;

1.30.5.7. Start and end dates for tasks and milestones;

1.30.5.8. Contingency planning as it relates to identified risks; and

1.30.5.9. Issue tracking and resolution.

2. Exhibits Incorporated

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

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

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

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hereto and incorporated by reference herein.

3. Reporting Requirements

3.1. The Contractor shall submit monthly reports to the Department which include, but are not limited to:

- 3.1.1. Any denials by the MCO for residential treatment when the CAT indicated residential treatment was necessary.
- 3.1.2. CAT Assessment Volume Detail report.
- 3.1.3. Average number of days for completion of assessments.
- 3.1.4. Average number of days for completion of a reconsideration.
- 3.1.5. CANS scoring for item with relevant demographic information.
- 3.1.6. The number of assessment within the specified timeframes.
- 3.1.7. The number of referrals that have DCYF involvement and the type of involvement.
- 3.1.8. The number of individuals that are in residential treatment at the time of the assessment and at what level of care.
- 3.1.9. The number of individuals that required a confirmation assessment.
- 3.1.10. A narrative describing any issues or barriers that are affecting the preferred performance of the CAT network or outcomes.
- 3.1.11. Quality assurance activities and metrics defined in Section 4.3.

3.2. The Contractor shall submit data in a monthly report where data is aggregated and is presented in a dashboard to include the following but not limited to:

- 3.2.1. An aggregation of the information collected in Section 3.1 including the number of individuals determined to require residential treatment and the number indicating a Specialized Setting defined as:
 - 3.2.1.1. Q RTP.
 - 3.2.1.2. A setting specializing in providing prenatal, post-partum, or parenting supports for youth.
 - 3.2.1.3. A supervised setting in which the youth is living independently for youth who are 18 years of age or older.
 - 3.2.1.4. A setting providing high-quality residential ~~care~~ and

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supportive services to children and youth who have been found to be, or are at risk of becoming, sex trafficking victims.

3.3. The Contractor shall regularly collect and review Race, Ethnicity and Language (REAL) and Sexual Orientation or Gender Identity or Expression (SOGIE) data to identify health disparities and make necessary system changes in partnership with individuals and families to address these health disparities as necessary.

3.4. The Contractor shall collect and maintain the following information regarding all referrals and assessments, which shall include but is not limited to:

- 3.4.1. Referent by person's name, role, and agency.
- 3.4.2. DCYF Client ID, if applicable.
- 3.4.3. Demographic information regarding clients.
- 3.4.4. Level of Care that was recommended.
- 3.4.5. If there was a LOC variation based on clinical assessment.
- 3.4.6. Whether or not a specialized setting was indicated and if so, which specialized care-setting type.
- 3.4.7. Incomplete assessments and why.
- 3.4.8. Date of referral.
- 3.4.9. Date of completion.
- 3.4.10. Whether the child was in a residential treatment facility at the time of the assessment and at what level.
- 3.4.11. Whether the program was under consideration for the level of care.

4. Performance Measures Program Metrics and Quality Assurance

4.1. The Contractor shall implement and report on quality assurance activities that ensure the CAT assessments, recommendations and process are of high quality, which shall include but not be limited to:

- 4.1.1. Assisting and participating in any quality assurance processes conducted by DHHS.
- 4.1.2. An internal review of completed assessments conducted by the Quality Clinician.
- 4.1.3. Ensuring that training and training materials are up to ^{ds}date and

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relevant to performing quality work.

4.1.4. Ensuring the collection of data to assess that the service delivery is following the CAT referral process and adhering to quality measures.

4.1.5. Developing and administer Family and Youth Voice surveys to families and age appropriate youth.

4.1.5.1. Survey will be approved by DHHS.

4.1.5.2. Surveys will be send to all CAT recipients and primary caregiver.

4.2. The Contractor shall work with Department-identified Quality Assurance staff to establish and maintain a quality assurance review process that ensures the assessments conducted are of high-quality and are consistently in alignment with the residential treatment levels of care and system of care core values. In advance of the Quality Assurance review by the Department, the Contractor shall prepare at a minimum, the following but not limited to:

4.2.1. Policy and procedures.

4.2.2. Documentation regarding the qualifications of the CAT Providers.

4.2.3. Chart reviews.

4.2.4. All survey responses.

4.3. The Contractor shall use the following metrics in their quality assurance activities.

4.3.1. Timely Access to treatment

4.3.1.1. Referrals are accepted and interviews scheduled within seven (7) days from the referral as in Section 1.16:3.

4.3.1.2. Average days to completion of a CAT is on average, greater than 30 days.

4.3.2. Quality Assessments

4.3.2.1. Each CAT conducted has clear recommendations.

4.3.2.2. The information and recommendations in the CAT final report is clear and aligns with the CANS results.

4.3.2.3. Requests for reconsiderations does not exceed fifteen percent (15 %) of all CAT assessments.

4.3.3. Family and Youth Voice is considered and Family and youth surveys

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indicate an overall satisfaction rate of no less than 90%

4.4. The Contractor shall conduct their own internal quality assurance using the following metrics in Table 4.1

Role	4.1 Key Quality Metric	
Assessor	<ul style="list-style-type: none"> • Completes CANS assessment using all required documentation and face-to-face interviews • Completes Respondent Participation Form • Develops individualized recommendations and determination based on the 	<ul style="list-style-type: none"> • Internal consistency of CANS assessment items, including notes and supplemental information • All required documentation considered in assessment completion • Appropriate sources used for CANS assessment • Respondent Participation Form documents required outreach and interviewees • Appropriate evaluation of suitability for QRTP • Appropriate identified LOC and child behavioral health goals • Assessment and determination completed in contractually required turnaround time
Quality Clinician	<ul style="list-style-type: none"> • Ongoing quality assurance of Assessor work • Reviews assessment, supplemental documentation, Assessor determination and individualized recommendations. • Finalizes LOC, goals, and Final Report in alignment with state criteria and guidance 	<ul style="list-style-type: none"> • Quality assurance documented, thorough, and complete • Sought additional information or clarifications as appropriate • All required documentation considered in determination and determination made in accord with state criteria • Appropriate LOC and goals with

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Role	4.1 Key Quality Metric	
		clear rationale in Final Report, written in plain and person-centered language <ul style="list-style-type: none"> • Utilization review and quality assurance completed in contractually required turnaround time
Project Support Specialist	<ul style="list-style-type: none"> • Scheduling: Contacts beneficiary/guardian/family or mails letter • Documents of confirmed date, time, and location for all respondents • Communicates in a professional and courteous manner • Inputs data into correct system in the correct manner • Documents all call and email activity 	<ul style="list-style-type: none"> • Date, time, and location consistent across all documentation • Interview participant requests for accommodations are addressed are accommodated, and accommodation needs arranged, such as interpreter or conference line communicated to the Assessor • Assessments scheduled within the appropriate timeframe • Any rescheduled assessments are documented • Cancellations logged appropriately • Returns voicemail and email messages within required timeframes • Performs notification and mailing duties accurately and within required timeframes

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4.5. The Department will monitor Contractor performance by:

4.5.1. Reviewing of the monthly reports including summaries of the quality metrics;
and

4.5.2. Conducting annually quality assurance reviews and on-site reviews of the Contractor operations to ensure compliance with the contractual objectives. Site visits may be conducted virtually.

4.6. The Contractor shall participate in monthly compliance meetings with the Department.

4.7. In the event of pending/ongoing Investigations/lawsuits, the Contractor shall:

4.7.1. Submit documentation showing the nature and background of the lawsuit/investigation.

4.7.2. Submit quarterly progress reports.

4.7.3. Send all above documentation to dhhs-grants@dhhs.nh.gov.

4.8. 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.

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

4.10. The Department may identify expectations for active and regular collaboration, including key performance measures, in the resulting contract. Where applicable, the Vendor must collect and share data with DHHS in a format specified by the DHHS.

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

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

5.3. Credits and Copyright Ownership

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

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

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

- 5.3.3.1. Brochures.
- 5.3.3.2. Resource directories.
- 5.3.3.3. Protocols or guidelines.
- 5.3.3.4. Posters.
- 5.3.3.5. Reports.

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

6. Records

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

6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

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- 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.
- 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.
- 6.1.4. Medical records on each patient/recipient of services.
- 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 C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% General funds.
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.
3. Payment for start-up funds shall be on a cost reimbursement basis for actual expenditures incurred to start up and implement the services in this Agreement in an amount not to exceed \$22,164.
 - 3.1. The total of all such payments shall not exceed the specified start-up amount and shall not exceed the total expenses actually incurred by the Contractor for the start-up period.
4. Payment for the completion of authorized assessments shall be paid at a rate of \$783.66 per assessment. This rate will be set for the term of the Agreement.
 - 4.1. If there is a subsequent referral for an individual within thirty (30) days of an assessment, the Contractor shall work with the Department to determine whether a new assessment is required. The Contractor shall only be paid for more than one (1) assessment for an individual conducted within thirty (30) days with prior approval from the Department.
5. The Contractor shall submit an invoice in a form satisfactory to the Department with supporting documentation including but not limited to reporting on the number of assessments performed.
 - 5.1. The Contractor will submit an invoice by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
 - 5.2. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

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

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EXHIBIT C

- 5.3. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. Prior to submitting the first invoice, the Contractor must obtain a Vendor Number by registering with the New Hampshire Department of Administrative Services here (Vendor Resource Center | Procurement and Support Services | NH Dept. of Administrative Services).
 7. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
 8. 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.
 9. 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.

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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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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:

6/14/2021

Date

DocuSigned by:

Monica Bittner

Name: Monica Bittner

Title: Contracts Counsel



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:

6/14/2021

Date

DocuSigned by:

Monica Bittner

Name: MONICA BITTNER

Title: Contracts Counsel

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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New Hampshire Department of Health and Human Services
Exhibit F



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:

6/14/2021

Date

DocuSigned by:
Monica Bittner
Name: Monica Bittner
Title: Contracts Counsel

Contractor Initials MB
Date 6/14/2021

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.

Exhibit G

Contractor Initials

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Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

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:

6/14/2021

Date

DocuSigned by:

Monica Bittner

Name: Monica Bittner

Title: Contracts Counsel

Exhibit G

Certification of Compliance with requirements pertaining to Federal Non-discrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

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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:

6/14/2021

Date

DocuSigned by:

Monica Bittner

Name: MONICA BITTNER

Title: Contracts Counsel

Department of Health & Human Services
Exhibit I



HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AND PART 2 RECORD AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement ("Agreement") agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA) applicable to business associates.

To the extent that any of the PHI, handled or otherwise dealt with by the Contractor on behalf of the Covered Entity as part of the Scope of Work of the Agreement, are patient "records" the term is defined in 42 CFR Part 2.11 and protected under 42 CFR Part 2, the Contractor shall be bound by all provisions and with the requirements of 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), if applicable.

(1) **Definitions.**

a. "Business Associate" shall mean the Contractor and subcontractors, and agents of the Contractor that receive, use or have access to protected health information (PHI) as defined in this Business Associate Agreement ("BAA") and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

b. The following terms have the same meaning as defined in HIPAA 45 CFR Parts 160, 162, and 164 as amended from time to time, and the HITECH Act, Title XIII, Subtitle D, Part 1&2 of the American Recovery and Reinvestment Act of 2009 and 42 USC 290 dd, 42 CFR Part 2 protecting substance use disorder records:

"Breach", "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") as used in this Agreement means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records relating to substance use disorder, if applicable, as defined below.

d. "Part 2 record" means any "Part 2 record" as defined in 42 CFR Part 2.11. The term includes any data or information created by a Part 2 program or provider that identifies a patient and relates to the patient's past, present, or future substance use disorder treatment, evaluation, or referral for treatment defined and which is protected by 42 CFR Part 2.

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.**

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Department of Health & Human Services
Exhibit I

- a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit B of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.
- b. Business Associate may use or disclose PHI, as applicable:
- I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph c. and d. below;
 - III. According to the HIPAA minimum necessary standard;
 - IV. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to any third party, Business Associate must obtain, prior to making any such disclosure, a written agreement including: (i) an agreement that the requirements, limitations, and restrictions placed on the Business Associate by this BAA also apply to the third party, (ii) reasonable assurances from the third party that such PHI will be held confidentially, and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (iii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit B of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that it has an opportunity to determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies. In any judicial proceeding, Business Associate shall resist any efforts to access any Part 2 records.
- e. If the Covered Entity has notified 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 HIPAA or 42 CFR Part 2, the Business Associate agrees to comply with 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. 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 notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected



Department of Health & Human Services
Exhibit I

health information not provided for by the Agreement including inadvertent or accidental uses or disclosures, breaches of unsecured protected health information, and any security incident that may have an impact on the protected health information of the Covered Entity consistent with the terms of Exhibit K.

- o The parties acknowledge and agree that attempted but Unsuccessful Security Incidents (as defined below) that occur on a daily basis will not be reported. "Unsuccessful Security Incidents" shall include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI.
- c. In addition to notification, the Business Associate shall immediately perform a risk assessment when it becomes aware of any of the situations in b. above, and provide Covered Entity with a final report and all findings as soon as practicable after the completion of the final report consistent with the terms of Exhibit K. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized access or use of the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.
- d. In the event of a breach, the Business Associate shall comply with all applicable sections of the Privacy, Security, Breach Notification Rule and the terms of Exhibit K of the Agreement.
- e. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and Part 2, if applicable.
- f. Business Associate shall require any third party that receives, uses, stores, or has access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (m). The Business Associate shall require all to be subject to the
- g. 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.
- h. 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

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Department of Health & Human Services
Exhibit I



Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

- i. 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.
- j. 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.
- k. 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.
- l. 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.
- m. 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 as 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

Department of Health & Human Services
Exhibit I



- 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 Covered Entity's Notice of Privacy Practices and any changes thereto will be posted on the Covered Entity's 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 BAA, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination of Agreement for Cause**

In addition to Paragraph 9 of the standard terms and conditions (P-37) of the Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in HIPAA or 42 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 Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other 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 and 42 CFR Part 2.
- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Business Associate



Department of Health & Human Services
Exhibit I

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) of the Agreement, shall survive the termination of the BAA

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

Department of Health and Human Services

The State

Katja Fox

Signature of Authorized Representative

Katja Fox

Name of Authorized Representative

Director

Title of Authorized Representative

6/14/2021

Date

Maximus US Services, Inc.

Name of the Contractor

Monica Bittner

Signature of Authorized Representative

Monica Bittner

Name of Authorized Representative

contracts counsel

Title of Authorized Representative

6/14/2021

Date

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Contractor Initials

6/14/2021
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:

6/14/2021

Date

DocuSigned by:

Monica Bittner

Name: Monica Bittner

Title: Contracts Counsel



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.

07-840-2994

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

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: _____

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.
4. 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.
5. "End User" means any person or entity (e.g. contractor's employee, business associate, subcontractor, other downstream user) that receives Data in accordance with the terms of this Contract.
6. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
7. "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. The term "Incident" includes the term "computer security incident" as defined herein. "Computer Security Incident" shall mean "Computer Security Incident" as described in Section 2.1 of NIST Publication 800-61 Rev. 2 (or later). Computer Security Incident Handling Guide, National

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Institute of Standards and Technology, U.S. Department of Commerce. "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 Confidential 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.
13. "Virtual Private Network" (VPN) means network technology that creates a secure private connection between the device and endpoint; hiding IP address and encrypting all data in transit.

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 Data except as required or permitted as outlined under this Agreement or as required by law.
2. The Contractor must not disclose any DHHS Data 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. The Contractor agrees that DHHS Data or Derivative Data therefrom disclosed to an End User must only be used pursuant to the terms of this Contract.
4. Upon the request of DHHS, the Contractor agrees to provide to the authorized representative of the State of New Hampshire physical and logical process

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procedures, systems documents, and logs for the purpose of inspecting to confirm compliance with the terms of this Contract.

5. 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 Contractor 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. Contractor may use encrypted computer disks or encrypted portable storage devices, such as a thumb drive, as a method of transmitting Confidential Data with written exception from DHHS Information Security.
3. Encrypted Email. Contractor 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 Contractor 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. Contractor may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit DHHS Data, without written exception from DHHS Information Security.
6. Ground Mail Service. Contractor may only transmit Confidential Data via certified ground mail or other delivery service with document/parcel tracking and receipt signature systems, such as UPS or FedEx, within the continental U.S. and when sent to a named individual.
7. Laptops and Mobile Devices: If Contractor is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. Contractor may not transmit Confidential Data via an open wireless network. Contractor must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If Contractor is employing remote communication to access or transmit Confidential Data, a secure method of transmission or remote access, which complies with the terms and conditions of this Information Security Requirements Exhibit, must be used, such as a virtual private network (VPN).
10. SSH File Transfer Protocol (SFTP), If Contractor is employing an SFTP to

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transmit Confidential Data, Contractor 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. Transport Layer Security Protocol (TLS). Contractor shall ensure that the connection is encrypted at rest and in transmission as well as configure the connection to meet State of New Hampshire DoIT standards.
12. Wireless Devices. If Contractor 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 Confidential Data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the Confidential Data in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. If it is infeasible to return or destroy the Confidential Data, protections pursuant to this Information Security Requirements Exhibit survive this contract. To this end, the Contractor must:

A. Retention

1. The Contractor agrees it shall only store, transmit or process data collected in connection with the services rendered under this Agreement within the boundaries of the United States and it will not outsource functions, including but not limited to IT support or administrative services, relating to the State of New Hampshire or NH DHHS offshore or outside the boundaries 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, video conferencing and Disaster Recovery locations.
2. The Contractor agrees Confidential Data will not be stored on personal devices.
3. The Contractor shall provide its staff a secure environment via Amazon Workspaces Desktop as a Service (DAAS) for remote staff to use personal devices to access all systems for processing. It is agreed the Amazon Workspaces DaaS shall be a containerized virtual private cloud with secure ingress and egress. Configuration of the Amazon Workspaces DaaS shall prevent data from leaving the environment. Further, staff shall only access business applications/data (e.g. company email, state applications, confidential data, etc.) from within the AWS DaaS environment. The secure environment shall provide for monitoring/logging, and scanning of the operating system image. Within the AWS environment the Contractor shall use the Sentinel One application for active and on-demand monitoring for threats as well as monitoring data moving through the environment – looking for PII and PHI to prevent data breaches.
4. The Contractor agrees to ensure proper security monitoring capabilities are in

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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 agrees to provide security awareness and education for its Contractors in support of protecting Department confidential information.
6. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified herein.
7. The Contractor agrees Data stored in a Cloud must be in a FedRAMP, HITECH, or government compliant cloud solution, appropriate for the type of data stored and/or processed or transmitted, and comply with all applicable statutes and regulations regarding the privacy and security, including all requirements contained within this Exhibit. 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. All Contractor or End User controlled servers and devices must follow the hardening standards as outline in NIST 800-123 (<https://nvlpubs.nist.gov/nistpubs/legacy/sp/nistspecialpublication800-123.pdf>).
8. The Contractor agrees to and ensures its complete cooperation with the New Hampshire Department of Technology's Chief Information Security 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 Agreement 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.

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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. The 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 Contractors 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

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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/doi/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 Security Officer of any security incident or breach immediately, at the email addresses provided in this Exhibit. 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 Agreement to only those authorized Contractors 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:

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- a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Agreement 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 Agreement 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.

17. The 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

A. The Contractor must notify DHHS Information Security via the email address provided in this Exhibit, of any known or suspected Incidents or Breaches immediately after the Contractor has determined that the aforementioned has occurred and that Confidential Data may have been exposed or compromised.

1. Parties acknowledge and agree that unless notice to the contrary is provided by Department in its sole discretion to Contractor, this Section V.1 constitutes notice by Contractor to Department of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to

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Department shall be required. "Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on Contractor's firewalls, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI.

- B. Comply with all applicable state and federal suspected or known Confidential Data loss obligations and procedures. Per the terms of this Exhibit the Contractors and End User's security incident and breach response procedures must also address how the Contractor will:
1. Identify Incidents;
 2. Determine if Confidential Data is involved in incidents;
 3. Report suspected or confirmed incidents to the Department as required in this Exhibit. The Department will provide the Contractor with a NH DHHS Security Contractor Incident Risk Assessment Report for completion.
 4. Within 24-hrs of initial notification to the Department, complete the NH DHHS Security Contractor Incident Risk Assessment Report and email it to the Department's Information Security Office at the email address provided herein;
 5. Identify and convene a core response group to determine the risk level of incidents and determine risk-based responses to incidents and mitigation measures, prepare to include the Department in the incident response calls throughout the incident response investigation;
 6. Identify incident/breach notification method and timing;
 7. Within one business week of the conclusion of the Incident/Breach response investigation a final written Incident Response Report and Mitigation Plan is submitted to the Department's Information Security Office at the email address provided herein;
 8. Address and report incidents and/or Breaches that implicate personal information (PI) to the Department in accordance with NH RSA 359-C:20 and this Agreement;
 9. Address and report incidents and/or Breaches per the HIPAA Breach Notification Rule, and the Federal Trade Commission's Health Breach Notification Rule 16 CFR Part 318 and this Agreement.
- C. All legal notifications required as a result of a breach of information, or potential breach, collected pursuant to this Agreement shall be coordinated with the State. The Contractor shall ensure that any subcontractors used by the Contractor shall similarly notify the State of a Breach, or potential Breach immediately upon discovery, shall make a full disclosure, including providing the State with all available information, and shall cooperate fully with the State, as defined above.

VI. TERMINATION

Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Contractor to deliver to the State any property specifically created

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or collected for the State, including without limitation, Software, Data and Written Deliverables, for such part of the Agreement as has been terminated.

VII. PERSONS TO CONTACT

- A. DHHS Contact Program and Policy: DHHS-Contracts@dhhs.nh.gov
- B. DHHS Security Officer: DHHSInformationSecurityOffice@dhhs.nh.gov