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Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

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

August 7, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend an existing agreement with Manchester Alcohol Rehabilitation Center, Vender #177204-B005, to provide substance use disorder treatment and recovery support services, by increasing the total combined price limitation by \$247,950 from \$16,709,496 to \$16,957,446 with no change to the contract completion date of September 30, 2020, effective upon Governor and Executive Council approval. 100% Federal Funds.

Vendor	Current Amount	Increase/ Decrease	Revised Budget	G&C Approval
Dismas Home of New Hampshire, Inc.	\$258,750	\$0	\$258,750	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #23 A3:6/19/19 Item #29E
FIT/NHNNH, Inc.	\$2,123,396	\$0	\$2,123,396	O: 07/27/18 Item #7 A1: 12/05/2018 Item #2 A2:6/19/19 Item #29E
Grafton County New Hampshire – Department of Corrections and Alternative Sentencing	\$493,000	\$0	\$493,000	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2:6/19/19 Item #29E
Greater Nashua Council on Alcoholism	\$1,379,000	\$0	\$1,379,000	O: 07/27/18 Item #7 A1: 12/05/18 Item #23 A2:6/19/19 Item #29E

Headrest	\$680,350	\$0	\$680,350	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #23 A3:6/19/19 Item #29E
Manchester Alcoholism Rehabilitation Center	\$5,299,800	\$247,950	\$5,547,750	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #2 A3:6/19/19 Item #29E 3
Hope on Haven Hill	\$775,500	\$0	\$775,500	O: 07/27/18 Item #7 A1: 12/05/18 Item #23 A2:6/19/19 Item #29E
North Country Health Consortium	\$1,506,000	\$0	\$1,506,000	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #23 A3:6/19/19 Item #29E
Phoenix Houses of New England, Inc.	\$2,088,750	\$0	\$2,088,750	O:06/20/18 Late Item G A1:07/27/18 Item #7 A2: 12/05/18 Item #23 A3:6/19/19 Item #29E
Seacoast Youth Services	\$73,200	\$0	\$73,200	O:06/20/18 Late Item G A1: 07/27/18 Item #7
Southeastern New Hampshire Alcohol & Drug Abuse Services	\$1,992,250	\$0	\$1,992,250	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #23 A3:6/19/19 Item #29E
The Community Council of Nashua, N.H.	\$23,000	\$0	\$23,000	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2:6/19/19 Item #29E
West Central Services, Inc.	\$16,500	\$0	\$16,500	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2:6/19/19 Item #29E
Total	\$16,709,496	\$247,950	\$16,957,446	

Funds to support this request are anticipated to be available in the following accounts for State Fiscal Year 2020 upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

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

H79TI081685 CFDA 93.788)

State Fiscal Year	Class / Account	Class Title	Job Number	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget
2020	102-500731	Contracts for Prog Svc	92057040	\$16,709,496	\$247,950	\$16,957,446
			Total	\$16,709,496	\$247,950	\$16,957,446

EXPLANATION

This purpose of this request is to increase the price limitation to provide additional substance use disorder treatment and recovery support services. These funds will be used to provide room and board payments in the amount of \$100 per day for Medicaid-covered individuals with Opioid Use Disorder (OUD) who are in residential treatment. Approximately 600 individuals will receive residential substance use disorder treatment services from July 2019 through September 2020. In addition, approximately 5,278 days of room and board will be funded through this amendment. The contractor will also continue to offer their existing array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, and high and low intensity residential services.

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

These services are part of the Department's overall strategy to respond to the opioid epidemic, and other types of substance use disorders that continue to impact individuals, families, and communities in New Hampshire. Currently there are thirteen (13) contractors delivering an array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential, and ambulatory and residential withdrawal management services, as well as ancillary recovery support services.

In 2018, there were 467 confirmed drug overdose deaths in NH with 6 cases still pending. These contracts will support the State's efforts to continue to respond to the opioid epidemic and substance misuse as a whole.

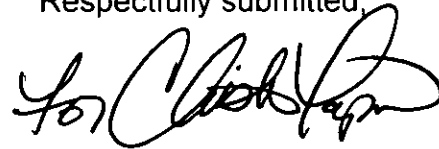
Should the Governor and Executive Council not authorize this request, residential treatment programs may have to limit the availability of beds for individuals with OUD and who are on Medicaid, which would delay access to care for those individuals.

Area served: Statewide.

Source of Funds: 100% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration State Opioid Response Grant, CFDA #93.788.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jeffrey A. Meyers". The signature is fluid and cursive, with a large initial "J" and "M".

Jeffrey A. Meyers
Commissioner



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

**State of New Hampshire
Department of Health and Human Services
Amendment #4 to the Substance Use Disorder
Treatment and Recovery Support Services**

This 4th Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #4") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Manchester Alcoholism Rehabilitation Center (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 555 Auburn Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018 (Late Item G), as amended on July 27, 2018 (Item #7), as amended on December 5, 2018 (Item #23), as amended on June 19, 2019 (Item #29E), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #4 remain in full force and effect; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$5,547,750.
2. Exhibit B, Methods and Conditions Precedent to Payment, Section 6, Subsection 6.2, to read:
6.2 With the exception of room and board payments for transitional living, the Contractor shall not bill the Department for Room and Board payments in excess of **\$2,148,750**.



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

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

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

State of New Hampshire
Department of Health and Human Services

8/7/19
Date

[Signature]
Name: Katja S. Fox
Title: Director

Manchester Alcoholism Rehabilitation Center

7/25/19
Date

[Signature]
Name: Elin Treanor
Title: CFO

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on July 25, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

Alycia D. Monroe, Notary Public
Name and Title of Notary or Justice of the Peace

My Commission Expires: _____





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

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

OFFICE OF THE ATTORNEY GENERAL

8/12/2019
Date

[Signature]
Name: Nancy J. Smith
Title: Sec. Asst. Atty General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

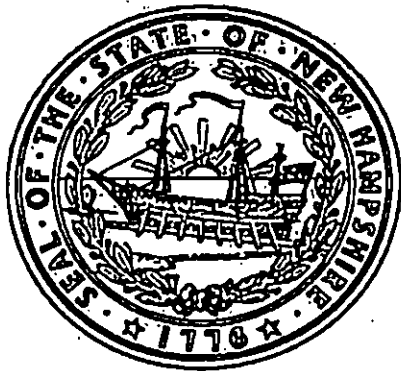
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MANCHESTER ALCOHOLISM REHABILITATION CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 19, 1980. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 61650

Certificate Number : 0004498668



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of April A.D. 2019.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Betty Burke, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Manchester Alcoholism Rehabilitation Center
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on April 17, 2019:
(Date)

RESOLVED: That the CFO
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 25th day of July, 2019.
(Date Contract Signed)

4. Elin Treanor is the duly elected CFO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Betty Burke
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Rockingham

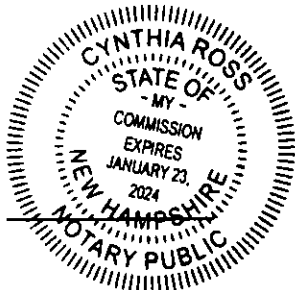
The forgoing instrument was acknowledged before me this 25th day of July, 2019.

By Betty Burke
(Name of Elected Officer of the Agency)

Cynthia Ross
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires:



ACORD.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/17/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	CONTACT NAME: PHONE (A.C. No. Ext): 855 874-0423	FAX (A.C. No):
	EMAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Easter Seals NH, Inc. 555 Auburn Street Manchester, NH 03103	INSURER A: Philadelphia Indemnity Insurance Co.	18058
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

TYPE OF INSURANCE	ADDITIONAL INSURED (R/R/W/V)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Lib GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X X	PHPK1886633	09/01/2018	09/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$100,000 MED EXP. (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS' COMP/OP AGG \$3,000,000
A AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	X X	PHPK1886629	09/01/2018	09/01/2018	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED. <input checked="" type="checkbox"/> RETENTION \$10K	X X	PHUB643260	09/01/2018	09/01/2018	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000
WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A EDP		PHPK1886633	09/01/2018	09/01/2018	\$1,819,060 \$600 Deductible Special Form Incl Theft

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Supplemental Names: Easter Seals ME, Inc.; Manchester Alcohol Rehabilitation Center, Inc., dba The Forum Center, Easter Seals VT, Inc., & The Homemakers Health Services. The General Liability policy includes a Blanket Automatic Additional Insured Endorsement that provides Additional Insured and a Blanket Waiver of Subrogation status to the Certificate Holder, only when there is a written contract or written agreement between the named Insured and the certificate holder that requires such status, and only with regard to the (See Attached Descriptions)

CERTIFICATE HOLDER CANCELLATION

State of NH DHHS; Bureau of Licensing & Certification Office of Bureau Support 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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above referenced on behalf of the named insured. The General Liability policy contains a special endorsement with "Primary and Non-Contributory" wording.

DESCRIPTIONS (Continued from Page 1)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/17/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Hays Companies 133 Federal Street, 4th Floor Boston MA 02110	CONTACT NAME: Moira Crosby PHONE (A.C. No. Ext.): FAX (A.C. No.): E-MAIL ADDRESS: mcrosby@hayscompanies.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: The North River Insurance Company</td> <td>21105</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The North River Insurance Company	21105	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER D:														
INSURER E:														
INSURER F:														
INSURED Easter Seals New Hampshire, Inc 555 Auburn Street Manchester NH 03103														

COVERAGES CERTIFICATE NUMBER: 19-20 WC REVISION NUMBER:

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

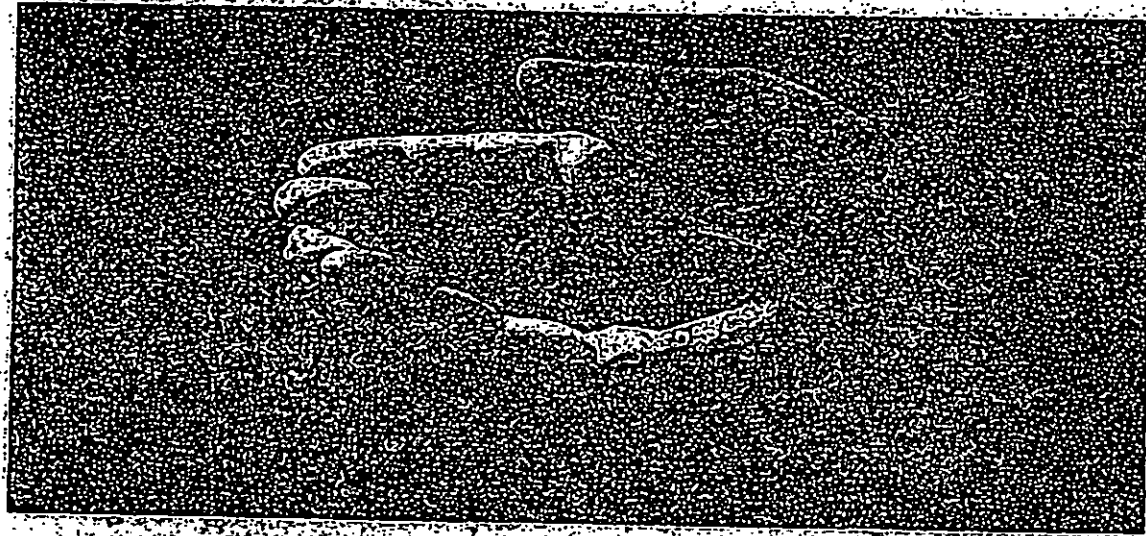
INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	406-731852-9	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Insured includes Manchester Alcoholism Rehabilitation Inc.. dba Parnum Center

CERTIFICATE HOLDER Department of Health and Human Services 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE James Hays/MCROSB 
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Farnum Center Mission Statement:



"Helping individuals and families find their way to a life free of the effects of alcohol and drugs through comprehensive treatment and recovery services open to all"

BAKER
NEWMAN
NOYES

**Easter Seals New Hampshire, Inc.
and Subsidiaries**

Consolidated Financial Statements and
Other Financial Information

*Years Ended August 31, 2018 and 2017
With Independent Auditors' Report*

Baker Newman & Noyes LLC
MAINE | MASSACHUSETTS | NEW HAMPSHIRE
800.244.7444 | www.bnn CPA.com

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

**CONSOLIDATED FINANCIAL STATEMENTS AND
OTHER FINANCIAL INFORMATION**

For the Years Ended August 31, 2018 and 2017

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

We have audited the accompanying consolidated financial statements of Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH), which comprise the consolidated statements of financial position as of August 31, 2018 and 2017, and the related consolidated statements of activities and changes in net assets, functional expenses and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditors' Responsibility

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

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

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

To the Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Easter Seals NH as of August 31, 2018 and 2017, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying other financial information is presented for purposes of additional analysis rather than to present the financial position and results of operations of the individual companies and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 4, 2018, on our consideration of Easter Seals New Hampshire, Inc. and Subsidiaries' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Easter Seals New Hampshire's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Easter Seals New Hampshire, Inc. and Subsidiaries' internal control over financial reporting and compliance.

Baker Newman & Noyes LLC
Manchester, New Hampshire
December 4, 2018

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

August 31, 2018 and 2017

	<u>2018</u>	<u>2017</u>
<u>ASSETS</u>		
Current assets:		
Cash and cash equivalents	\$ 2,365,508	\$ 3,619,043
Short-term investments, at fair value	3,002,574	2,816,344
Program, and other accounts receivable, less contractual allowance of \$12,719,900 in 2018, and \$8,302,300 in 2017, and allowance for doubtful accounts of \$2,377,500 in 2018 and \$2,004,100 in 2017	11,083,589	9,306,185
Contributions receivable, less allowance for doubtful accounts of \$66,600 in 2018 and \$87,500 in 2017	495,957	582,508
Current portion of assets limited as to use	894,523	1,566,680
Prepaid expenses and other current assets	<u>431,780</u>	<u>432,857</u>
Total current assets	18,273,931	18,323,617
Assets limited as to use, net of current portion	1,660,727	1,523,728
Fixed assets, net	28,795,786	28,448,341
Investments, at fair value	12,777,572	12,027,698
Beneficial interest in trust held by others and other assets	<u>206,608</u>	<u>458,909</u>
	<u>\$61,714,624</u>	<u>\$60,782,293</u>
<u>LIABILITIES AND NET ASSETS</u>		
Current liabilities:		
Line of credit	\$ 610,319	\$ -
Accounts payable	2,722,563	2,417,236
Accrued expenses	5,334,857	4,773,612
Deferred revenue	704,650	1,683,805
Current portion of capital lease obligation	-	20,995
Current portion of interest rate swap agreements	244,261	348,636
Current portion of long-term debt	<u>1,241,671</u>	<u>2,008,973</u>
Total current liabilities	10,858,321	11,253,257
Other liabilities	1,660,727	1,417,860
Interest rate swap agreements, less current portion	1,528,323	2,293,037
Long-term debt, less current portion, net	<u>21,049,598</u>	<u>22,285,106</u>
Total liabilities	35,096,969	37,249,260
Net assets:		
Unrestricted	19,284,594	15,834,922
Temporarily restricted	2,259,129	2,683,135
Permanently restricted	<u>5,073,932</u>	<u>5,014,976</u>
Total net assets	<u>26,617,655</u>	<u>23,533,033</u>
	<u>\$61,714,624</u>	<u>\$60,782,293</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2018

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Public support and revenue:				
Public support:				
Contributions, net	\$ 1,342,659	\$ 631,087	\$ 51,350	\$ 2,025,096
Special events, net of related direct costs of \$1,027,034	-	1,954,318	-	1,954,318
Annual campaigns, net of related direct costs of \$117,055	324,504	56,838	-	381,342
Bequests	138,000	-	-	138,000
Net assets released from restrictions	<u>3,157,024</u>	<u>(3,157,024)</u>	<u>-</u>	<u>-</u>
Total public support	4,962,187	(514,781)	51,350	4,498,756
Revenue:				
Fees and grants from governmental agencies and others, net	63,635,700	-	-	63,635,700
Other grants	22,473,591	-	-	22,473,591
Dividend and interest income	575,571	15,711	-	591,282
Rental income	27,050	-	-	27,050
Other	<u>122,688</u>	<u>-</u>	<u>-</u>	<u>122,688</u>
Total revenue	<u>86,834,600</u>	<u>15,711</u>	<u>-</u>	<u>86,850,311</u>
Total public support and revenue	91,796,787	(499,070)	51,350	91,349,067
Operating expenses:				
Program services:				
Public health education	254,896	-	-	254,896
Professional education	23,007	-	-	23,007
Direct services	<u>79,618,852</u>	<u>-</u>	<u>-</u>	<u>79,618,852</u>
Total program services	79,896,755	-	-	79,896,755
Supporting services:				
Management and general	8,566,845	-	-	8,566,845
Fundraising	<u>1,142,077</u>	<u>-</u>	<u>-</u>	<u>1,142,077</u>
Total supporting services	<u>9,708,922</u>	<u>-</u>	<u>-</u>	<u>9,708,922</u>
Total functional expenses	89,605,677	-	-	89,605,677
Support of National programs	<u>39,036</u>	<u>-</u>	<u>-</u>	<u>39,036</u>
Total operating expenses	<u>89,644,713</u>	<u>-</u>	<u>-</u>	<u>89,644,713</u>
Increase (decrease) in net assets from operations	2,152,074	(499,070)	51,350	1,704,354

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS (CONTINUED)

Year Ended August 31, 2018

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Other non-operating expenses, gains and losses:				
Change in fair value of interest rate swaps	\$ 869,089	\$ -	\$ -	\$ 869,089
Net unrealized and realized gains on investments	477,782	75,633	-	553,415
Increase in fair value of beneficial interest in trust held by others	-	-	7,606	7,606
Loss on sales and disposals of fixed assets	(9,100)	-	-	(9,100)
Other non-operating losses	<u>(31,893)</u>	<u>(569)</u>	<u>-</u>	<u>(32,462)</u>
	<u>1,305,878</u>	<u>75,064</u>	<u>7,606</u>	<u>1,388,548</u>
Increase (decrease) in net assets before effects of discontinued operations	3,457,952	(424,006)	58,956	3,092,902
Loss from discontinued operations -- see note 14	<u>(8,280)</u>	<u>-</u>	<u>-</u>	<u>(8,280)</u>
Total increase (decrease) in net assets	3,449,672	(424,006)	58,956	3,084,622
Net assets at beginning of year	<u>15,834,922</u>	<u>2,683,135</u>	<u>5,014,976</u>	<u>23,533,033</u>
Net assets at end of year	<u>\$19,284,594</u>	<u>\$ 2,259,129</u>	<u>\$5,073,932</u>	<u>\$26,617,655</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2017

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Public support and revenue:				
Public support:				
Contributions, net	\$ 312,482	\$ 2,025,590	\$ 108,733	\$ 2,446,805
Special events, net of related direct costs of \$911,140	160,995	1,550,279	-	1,711,274
Annual campaigns, net of related direct costs of \$115,846	259,979	62,056	-	322,035
Bequests	288,456	-	-	288,456
Net assets released from restrictions	<u>2,278,674</u>	<u>(2,278,674)</u>	<u>-</u>	<u>-</u>
Total public support	3,300,586	1,359,251	108,733	4,768,570
Revenue:				
Fees and grants from governmental agencies and others, net	61,041,718	-	-	61,041,718
Other grants	21,339,214	-	-	21,339,214
Dividend and interest income	546,014	10,746	-	556,760
Rental income	27,225	-	-	27,225
Other	<u>132,189</u>	<u>-</u>	<u>-</u>	<u>132,189</u>
Total revenue	<u>83,086,360</u>	<u>10,746</u>	<u>-</u>	<u>83,097,106</u>
Total public support and revenue	86,386,946	1,369,997	108,733	87,865,676
Operating expenses:				
Program services:				
Public health education	280,174	-	-	280,174
Professional education	30,599	-	-	30,599
Direct services	<u>76,585,361</u>	<u>-</u>	<u>-</u>	<u>76,585,361</u>
Total program services	76,896,134	-	-	76,896,134
Supporting services:				
Management and general	7,879,911	-	-	7,879,911
Fundraising	<u>1,314,200</u>	<u>-</u>	<u>-</u>	<u>1,314,200</u>
Total supporting services	<u>9,194,111</u>	<u>-</u>	<u>-</u>	<u>9,194,111</u>
Total functional expenses	86,090,245	-	-	86,090,245
Support of National programs	<u>38,326</u>	<u>-</u>	<u>-</u>	<u>38,326</u>
Total operating expenses	<u>86,128,571</u>	<u>-</u>	<u>-</u>	<u>86,128,571</u>
Increase in net assets from operations	258,375	1,369,997	108,733	1,737,105

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS (CONTINUED)

Year Ended August 31, 2017

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Other non-operating expenses, gains and losses:				
Change in fair value of interest rate swaps	\$ 846,306	\$ -	\$ -	\$ 846,306
Net unrealized and realized gains on investments	426,221	68,662	-	494,883
Increase in fair value of beneficial interest in trust held by others	-	-	6,743	6,743
Loss on extinguishment of debt – see note 10	(63,031)	-	-	(63,031)
Loss on sales and disposals of fixed assets	(3,146)	-	-	(3,146)
Other non-operating (losses) gains	<u>(10,987)</u>	<u>570</u>	<u>-</u>	<u>(10,417)</u>
	<u>1,195,363</u>	<u>69,232</u>	<u>6,743</u>	<u>1,271,338</u>
Increase in net assets before effects of discontinued operations	1,453,738	1,439,229	115,476	3,008,443
Loss from discontinued operations – see note 14	<u>(37,731)</u>	<u>-</u>	<u>-</u>	<u>(37,731)</u>
Total increase in net assets	1,416,007	1,439,229	115,476	2,970,712
Net assets at beginning of year	<u>14,418,915</u>	<u>1,243,906</u>	<u>4,899,500</u>	<u>20,562,321</u>
Net assets at end of year	<u>\$ 15,834,922</u>	<u>\$ 2,683,135</u>	<u>\$ 5,014,976</u>	<u>\$ 23,533,033</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2018

	Program Services ⁽¹⁾				Supporting Services ⁽¹⁾			Total Program ⁽¹⁾ and Supporting Services Expenses	
	Public Health Education	Profes- sional Education	Direct Services	Total	Manage- ment and General	Fund- Raising	Total	2018	2017
Salaries and related expenses	\$154,060	\$ -	\$61,117,128	\$61,271,188	\$5,640,588	\$ 795,150	\$6,435,738	\$67,706,926	\$64,079,038
Professional fees	24,294	-	6,805,177	6,829,471	1,788,439	179,045	1,967,484	8,796,955	8,622,061
Supplies	5,740	-	2,316,899	2,322,639	59,138	34,427	93,565	2,416,204	2,237,582
Telephone	322	-	407,445	407,767	214,507	3,538	218,045	625,812	618,922
Postage and shipping	4,155	-	21,029	25,184	20,926	8,648	29,574	54,758	61,251
Occupancy	-	-	2,137,530	2,137,530	328,405	61,165	389,570	2,527,100	2,344,933
Outside printing, artwork and media	13,131	-	16,639	29,770	3,206	17,718	20,924	50,694	85,288
Travel	377	-	2,364,492	2,364,869	21,991	5,703	27,694	2,392,563	2,331,929
Conventions and meetings	25,854	23,007	170,210	219,071	16,649	22,009	38,658	257,729	257,381
Specific assistance to individuals	-	-	1,121,594	1,121,594	8,599	-	8,599	1,130,193	1,122,534
Dues and subscriptions	-	-	18,734	18,734	43,834	2,920	46,754	65,488	37,212
Minor equipment purchases and equipment rental	835	-	265,539	266,374	93,885	3,568	97,453	363,827	350,979
Ads, fees and miscellaneous	26,128	-	355,489	381,617	18,373	4,281	22,654	404,271	432,543
Interest	-	-	829,763	829,763	194,859	-	194,859	1,024,622	986,384
Impairment	-	-	-	-	-	-	-	-	767,632
Depreciation and amortization	-	-	1,671,184	1,671,184	113,446	3,905	117,351	1,788,535	1,754,576
	<u>\$254,896</u>	<u>\$23,007</u>	<u>\$79,618,852</u>	<u>\$79,896,755</u>	<u>\$8,566,845</u>	<u>\$1,142,077</u>	<u>\$9,708,922</u>	<u>\$89,605,677</u>	<u>\$86,090,245</u>
	0.28%	0.03%	88.85%	89.16%	9.56%	1.28%	10.84%	100.00%	100.00%

⁽¹⁾ Excludes expenses related to discontinued operations – see note 14.

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2017

	<u>Program Services ⁽¹⁾</u>				<u>Supporting Services ⁽¹⁾</u>			<u>Total Program ⁽¹⁾ and Supporting Services Expenses</u>
	<u>Public Health Education</u>	<u>Profes- sional Education</u>	<u>Direct Services</u>	<u>Total</u>	<u>Manage- ment and General</u>	<u>Fund- Raising</u>	<u>Total</u>	<u>2017</u>
Salaries and related expenses	\$164,816	\$ -	\$57,633,534	\$57,798,350	\$5,291,100	\$ 989,588	\$6,280,688	\$64,079,038
Professional fees	49,613	-	6,980,655	7,030,268	1,453,388	138,405	1,591,793	8,622,061
Supplies	4,514	-	2,133,879	2,138,393	58,328	40,861	99,189	2,237,582
Telephone	108	-	420,160	420,268	194,042	4,612	198,654	618,922
Postage and shipping	5,503	-	26,188	31,691	15,258	14,302	29,560	61,251
Occupancy	-	-	2,002,857	2,002,857	285,179	56,897	342,076	2,344,933
Outside printing, artwork and media	16,940	-	34,198	51,138	7,694	26,456	34,150	85,288
Travel	491	-	2,293,457	2,293,948	23,797	14,184	37,981	2,331,929
Conventions and meetings	20,911	30,599	184,289	235,799	7,697	13,885	21,582	257,381
Specific assistance to individuals	-	-	1,102,877	1,102,877	19,657	-	19,657	1,122,534
Dues and subscriptions	-	-	27,749	27,749	8,407	1,056	9,463	37,212
Minor equipment purchases and equipment rental	59	-	265,596	265,655	83,969	1,355	85,324	350,979
Ads, fees and miscellaneous	16,999	-	275,784	292,783	130,640	9,120	139,760	432,543
Interest	-	-	781,743	781,743	204,641	-	204,641	986,384
Impairment	-	-	767,632	767,632	-	-	-	767,632
Depreciation and amortization	220	-	1,654,763	1,654,983	96,114	3,479	99,593	1,754,576
	<u>\$280,174</u>	<u>\$30,599</u>	<u>\$76,585,361</u>	<u>\$76,896,134</u>	<u>\$7,879,911</u>	<u>\$1,314,200</u>	<u>\$9,194,111</u>	<u>\$86,090,245</u>
	0.33%	0.04%	88.95%	89.32%	9.15%	1.53%	10.68%	100.00%

⁽¹⁾ Excludes expenses related to discontinued operations – see note 14.

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended August 31, 2018 and 2017

	<u>2018</u>	<u>2017</u>
Cash flows from operating activities:		
Increase in net assets	\$ 3,084,622	\$ 2,970,712
Adjustments to reconcile increase in net assets to net cash provided by operating activities:		
Depreciation and amortization	1,788,535	1,754,576
Impairment	-	767,632
Bad debt provision	1,640,474	2,284,863
Bond issuance costs amortization	6,109	5,069
Increase in fair value of beneficial interest in trust held by others	(7,606)	(6,743)
Net loss (gain) on sales and disposals of fixed assets	9,100	(3,329)
Loss on extinguishment of debt	-	63,031
Change in fair value of interest rate swaps	(869,089)	(846,306)
Net unrealized and realized gains on investments	(553,415)	(494,883)
Temporarily restricted contributions	(631,087)	(2,025,590)
Permanently restricted contributions	(51,350)	(108,733)
Changes in operating assets and liabilities:		
Program and other accounts receivable	(3,417,878)	(2,350,573)
Contributions receivable	86,551	468,453
Prepaid expenses and other current assets	1,076	31,026
Other assets	259,908	(363,547)
Accounts payable and accrued expenses	866,572	275,628
Deferred revenue	(979,155)	(41,683)
Other liabilities	<u>242,867</u>	<u>225,770</u>
Net cash provided by operating activities	1,476,234	2,605,373
Cash flows from investing activities:		
Purchases of fixed assets	(2,145,080)	(4,467,192)
Proceeds from sale of fixed assets and property held for sale	-	290,155
Change in investments, net	(382,689)	(200,721)
Change in assets limited as to use	<u>535,158</u>	<u>(1,568,325)</u>
Net cash used by investing activities	(1,992,611)	(5,946,083)
Cash flows from financing activities:		
Repayment of long-term debt and capital lease obligation	(2,029,914)	(18,950,657)
Issuance of long-term debt, net of bond issuance costs	-	22,081,045
Borrowings on lines of credit	610,319	-
Temporarily restricted contributions	631,087	2,025,590
Permanently restricted contributions	<u>51,350</u>	<u>108,733</u>
Net cash (used) provided by financing activities	<u>(737,158)</u>	<u>5,264,711</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)

Years Ended August 31, 2018 and 2017

	<u>2018</u>	<u>2017</u>
(Decrease) increase in cash and cash equivalents	\$ (1,253,535)	\$ 1,924,001
Cash and cash equivalents, beginning of year	<u>3,619,043</u>	<u>1,695,042</u>
Cash and cash equivalents, end of year	<u>\$ 2,365,508</u>	<u>\$ 3,619,043</u>
Supplemental disclosure of cash flow information:		
Interest paid	<u>\$ 1,023,000</u>	<u>\$ 942,000</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2018 and 2017.

1. Corporate Organization and Purpose

Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH) consists of various separate nonprofit entities: Easter Seals New Hampshire, Inc. (parent and service corporation); Easter Seals Maine, Inc. (Easter Seals ME); The Harbor Schools Incorporated (Harbor Schools) through August 31, 2018 (see note 14); Manchester Alcoholism Rehabilitation Center; and Easter Seals Vermont, Inc. (Easter Seals VT). Easter Seals New Hampshire, Inc. is the sole member of each subsidiary. Easter Seals NH is affiliated with Easter Seals, Inc. (the national headquarters for the organization).

Effective October 26, 2016, Agency Realty, Inc. was dissolved and all properties were transferred to Easter Seals New Hampshire, Inc.

Easter Seals NH's purpose is to provide (1) programs and services for people with disabilities and other special needs, (2) assistance to people with disabilities and their families, (3) assistance to communities in identifying and developing needed services for residents, and (4) a climate of acceptance for people with disabilities and other special needs which will enable them to contribute to the well-being of the community. Easter Seals NH operates programs throughout New Hampshire, Maine, and Vermont.

2. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of Easter Seals New Hampshire, Inc. and the subsidiaries of which it is the sole member as described in note 1. Significant intercompany accounts and transactions have been eliminated in consolidation.

Cash and Cash Equivalents

Easter Seals NH considers all highly liquid securities purchased with an original maturity of 90 days or less to be cash equivalents. Cash equivalents consist of cash, overnight repurchase agreements and money market funds, excluding assets limited as to use.

The management of Easter Seals NH has implemented a practice to establish cash reserves on hand. As of August 31, 2018 and 2017, approximately \$2,277,000 and \$1,705,000, respectively, of cash and cash equivalents, and approximately \$3,003,000 and \$2,816,000, respectively, of investments were on-hand under this practice. Because such funds are available and may be used in current operations, they have been classified as current in the accompanying consolidated statements of financial position.

Easter Seals NH maintains its cash and cash equivalents in bank deposit accounts which, at times, may exceed amounts guaranteed by the Federal Deposit Insurance Corporation. Financial instruments which subject Easter Seals to credit risk consist primarily of cash equivalents and investments. Easter Seals NH's investment portfolio consists of diversified investments, which are subject to market risk. Investments that exceeded 10% of investments include the Lord Abbett Short Duration Income A Fund with a balance of \$2,847,749 and \$2,816,344 as of August 31, 2018 and 2017, respectively.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2018 and 2017

2. Summary of Significant Accounting Policies (Continued)

Assets Limited as to Use and Investments

Assets limited as to use consists of cash and cash equivalents, short-term certificates of deposit with original maturities greater than 90 days, but less than one year, and investments. Investments are stated at fair value. Realized gains and losses on investments are computed on a specific identification basis. The changes in net unrealized and realized gains and losses on investments are recorded in other non-operating expenses, gains and losses in the accompanying consolidated statements of activities and changes in net assets. Donated securities are stated at fair value determined at the date of donation.

Beneficial Interest in Trust

Easter Seals NH is the beneficiary of a trust held by others. Easter Seals NH has recorded as an asset the fair value of its interest in the trust and such amount is included in permanently restricted net assets, based on the underlying donor stipulations. The change in the interest due to fair value change is recorded within other non-operating expenses, gains and losses as permanently restricted activity.

Fixed Assets

Fixed assets are recorded at cost less accumulated depreciation and amortization. Expenditures for maintenance and repairs are charged to expense as incurred, and expenditures for major renovations are capitalized. Depreciation is computed on the straight-line method over the estimated useful lives of the underlying assets. Leasehold improvements and the carrying value of equipment financed by capital leases are amortized using the straight-line method over the shorter of the lease term or the estimated useful life of the asset.

Fixed assets obtained by Easter Seals NH as a result of acquisitions on or after September 1, 2011 are recorded at estimated fair value as of the date of the acquisition in accordance with generally accepted accounting principles guidance for acquisitions by a not-for-profit entity.

Donated property and equipment not subject to donor stipulated conditions is recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support or, if significant uncertainties exist, as deferred revenue pending resolution of the uncertainties. In the absence of such stipulations, contributions of property and equipment are recorded as unrestricted support. See also note 7.

Intangible Assets and Long-Lived Assets

Accounting rules require that intangible assets with estimable or determinable useful lives be amortized over their respective estimated useful lives to their estimated residual values, and be reviewed by management for impairment.

Amortization expense recognized in 2017 totaled \$33,131 related to a patient list obtained in the acquisition of Webster Place in 2012 (in May 2013, Webster Place was merged with Manchester Alcoholism Rehabilitation Center).

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2018 and 2017

2. Summary of Significant Accounting Policies (Continued)

When there is an indication of impairment, management considers whether long-lived assets are impaired by comparing gross future undiscounted cash flows expected to be generated from utilizing the assets to their carrying amounts. If cash flows are not sufficient to recover the carrying amount of the assets, impairment has occurred and the assets are written down to their fair value. Significant estimates and assumptions are required to be made by management in order to evaluate possible impairment.

Based on current facts, estimates and assumptions, management believed that the patient list was impaired in 2017 and recorded \$132,521 in impairment to write-off the remaining book value. Additionally, management believed that certain fixed assets were impaired in 2017 and recorded \$635,111 in impairment related to those long-term assets. No other long-lived assets were deemed impaired at August 31, 2018 and 2017.

Bond Issuance Costs

Bond issuance costs are being amortized to interest expense using the straight-line method over the repayment period of the related bonds, or the expected time until the next refinancing, whichever is shorter. Interest expense recognized on the amortization of bond issuance costs during 2018 and 2017 was \$6,109 and \$5,069 respectively. The bond issuance costs are presented as a component of long-term debt on the accompanying consolidated statement of financial position.

Revenue Recognition

Revenue generated from services provided to the public is reported at the estimated net realizable amounts from clients, third-party payors and others based upon approved rates as services are rendered. A significant portion of Easter Seals NH's revenues are derived through arrangements with third-party payors. As such, Easter Seals NH is dependent on these payors in order to carry out its operating activities. There is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in other fees and grants in the year that such amounts become known.

Revenues are recognized as earned, or attributable to the period in which specific terms of the funding agreement are satisfied, and to the extent that expenses have been incurred for the purposes specified by the funding source. Revenue balances in excess of the foregoing amounts are accounted for as deferred revenue until any restrictions are met or allowable expenditures are incurred.

The allowance for doubtful accounts is provided based on an analysis by management of the collectability of outstanding balances. Management considers the age of outstanding balances and past collection efforts in determining the allowance for doubtful accounts. Accounts are charged against the allowance for doubtful accounts when deemed uncollectible. The bad debt provision in 2018 and 2017 totaled \$1,640,474 and \$2,284,863 respectively, and is recorded against fees and grants from governmental agencies and others and contributions. The decrease in bad debt provision in 2018 is due to a shift to third-party payors for services provided by Manchester Alcoholism Rehabilitation Center and changes in payor mix. See also note 5.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2018 and 2017

2. Summary of Significant Accounting Policies (Continued)

Easter Seals NH has agreements with third-party payors that provide for payment at amounts different from its established rates. Payment arrangements include discounted charges and prospectively determined payments. Contractual allowances for program and other accounts receivable at August 31, 2018 and 2017 were \$12,719,900 and \$8,302,300, respectively. The total contractual adjustments provided in 2018 and 2017 totaled \$50,711,300 and \$42,812,400, respectively, and are recorded against fees and grants from governmental agencies and others. The increase in contractual adjustments in 2017 and 2018 are primarily due to growth in services provided by Manchester Alcoholism Rehabilitation Center and an increase in services being covered by third-party payors.

Unconditional contributions are recognized when pledged.

Advertising

Easter Seals NH's policy is to expense advertising costs as incurred.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the accompanying consolidated statements of activities and changes in net assets. Accordingly, certain costs have been allocated among the programs and supporting services based mainly on time records and estimates made by Easter Seals NH's management.

Charity Care (Unaudited)

Easter Seals NH has a formal charity care policy under which program fees are subsidized as determined by the Board of Directors. Free and subsidized services are rendered in accordance with decisions made by the Board of Directors and, at established charges, amounted to approximately \$8,642,000 and \$6,701,000 for the years ended August 31, 2018 and 2017, respectively.

Income Taxes

Easter Seals New Hampshire, Inc., Easter Seals ME, Easter Seals VT, Harbor Schools and Manchester Alcoholism Rehabilitation Center are exempt from both federal and state income taxes under Section 501(c)(3) of the Internal Revenue Code. Agency Realty, Inc., through to the date of its dissolution (see note 1) received a determination letter from the Internal Revenue Service stating that it qualifies for tax-exempt status under Section 501(c)(2) of the Internal Revenue Code.

Tax-exempt organizations could be required to record an obligation for income taxes as the result of a tax position historically taken on various tax exposure items including unrelated business income or tax status. In accordance with accounting principles generally accepted in the United States of America, assets and liabilities are established for uncertain tax positions taken or positions expected to be taken in income tax returns when such positions are judged to not meet the "more-likely-than-not" threshold, based upon the technical merits of the position.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2018 and 2017

2. Summary of Significant Accounting Policies (Continued)

Management has evaluated tax positions taken by Easter Seals New Hampshire, Inc. and its subsidiaries on their respective filed tax returns and concluded that the organizations have maintained their tax-exempt status, do not have any significant unrelated business income, and have taken no uncertain tax positions that require adjustment to or disclosure in the accompanying consolidated financial statements.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. Estimates are used in accounting for the allowance for doubtful accounts, contractual allowances, workers' compensation liabilities and contingencies.

Derivatives and Hedging Activities

Accounting guidance requires that Easter Seals NH record as an asset or liability the fair value of the interest rate swap agreement described in note 10. Easter Seals NH is exposed to repayment loss equal to the net amounts receivable under the swap agreement (not the notional amount) in the event of nonperformance of the other party to the swap agreement. However, Easter Seals NH does not anticipate nonperformance and does not obtain collateral from the other party.

As of August 31, 2018 and 2017, Easter Seals NH had recognized a liability of \$1,772,584 and \$2,641,673, respectively, as a result of the interest rate swap agreements discussed in note 10. As a result of changes in the fair value of these derivative financial instruments, Easter Seals NH recognized an increase in net assets of \$869,089 and \$846,306 for the years ended August 31, 2018 and 2017, respectively, in the accompanying consolidated statements of activity and changes in net assets.

Increase in Net Assets from Operations

For purposes of display, transactions deemed by management to be ongoing, major or central to the provision of services are reported as revenue and expenses that comprise the increase in net assets from operations. The primary transactions reported as other non-operating expenses, gains and losses include the adjustment to fair value of interest rate swaps, the change in the fair value of beneficial interest in trust held by others, gains and losses on sales and disposals of fixed assets, and net realized and unrealized gains and losses on investments.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2018 and 2017

2. Summary of Significant Accounting Policies (Continued)

Recent Accounting Pronouncements

In May 2014, the FASB issued No. 2014-09, *Revenue from Contracts with Customers* (ASU 2014-09), which requires revenue to be recognized when promised goods or services are transferred to customers in amounts that reflect the consideration to which Easter Seals NH expects to be entitled in exchange for those goods and services. ASU 2014-09 will replace most existing revenue recognition guidance when it becomes effective. ASU 2014-09 is effective for Easter Seals NH on September 1, 2019. ASU 2014-09 permits the use of either the retrospective or cumulative effect transition method. Management is currently evaluating the impact that ASU 2014-09 will have on Easter Seals NH's consolidated financial statements.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*, which requires that lease arrangements longer than twelve months result in an entity recognizing an asset and liability. The pronouncement is effective for Easter Seals NH beginning September 1, 2020, with early adoption permitted. The guidance may be adopted retrospectively. Management is currently evaluating the impact this guidance will have on Easter Seals NH's consolidated financial statements.

In August 2016, the FASB issued ASU No. 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities* (ASU 2016-14). Under ASU 2016-14, there is a change in presentation and disclosure requirements for not-for-profit entities to provide more relevant information about their resources (and the changes in those resources) to donors, grantors, creditors, and other users. These include qualitative and quantitative requirements in net asset classes, investment return, expenses, liquidity and availability of resources and presentation of operating cash flows. ASU 2016-14 is effective for Easter Seals NH on September 1, 2018. Management is currently evaluating the impact of the pending adoption of ASU 2016-14 on Easter Seals NH's consolidated financial statements.

In June 2018, the FASB issued ASU No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. Due to diversity in practice, ASU 2018-08 clarifies the definition of an exchange transaction as well as the criteria for evaluating whether contributions are unconditional or conditional. ASU 2018-08 is effective for Easter Seals NH on September 1, 2019, with early adoption permitted. Easter Seals NH is currently evaluating the impact that ASU 2018-08 will have on its consolidated financial statements.

Subsequent Events

Events occurring after the statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the consolidated financial statements. Management has evaluated events occurring between the end of Easter Seals NH's fiscal year end and December 4, 2018, the date these consolidated financial statements were available to be issued. See also note 15.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2018 and 2017

3. Classification of Net Assets

In accordance with the *Uniform Prudent Management of Institutional Funds Act (UPMIFA)*, net assets are classified and reported based on the existence or absence of donor-imposed restrictions. Gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of donated assets. Temporarily restricted net assets are those whose use by Easter Seals NH has been limited by donors to a specific time period or purpose. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified as unrestricted net assets and reported in the consolidated statements of activities and changes in net assets as net assets released from restrictions. Permanently restricted net assets have been restricted by donors to be maintained by Easter Seals NH in perpetuity, the income from which is expendable to support all activities of the organization, or as stipulated by the donor.

Donor-restricted contributions whose restrictions are met within the same year as received are reported as unrestricted contributions in the accompanying consolidated financial statements.

In accordance with UPMIFA, Easter Seals NH considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (a) the duration and preservation of the fund; (b) the purpose of the organization and the donor-restricted endowment fund; (c) general economic conditions; (d) the possible effect of inflation and deflation; (e) the expected total return from income and the appreciation of investments; (f) other resources of the organization; and (g) the investment policies of the organization.

Endowment Net Asset Composition by Type of Fund

The major categories of endowment funds at August 31, 2018 and 2017 are as follows:

	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
<u>2018</u>			
Camping program	\$ 4,760	\$ 365,969	\$ 370,729
Other programs	61,066	464,175	525,241
Operations	—	<u>4,055,536</u>	<u>4,055,536</u>
Total endowment net assets	<u>\$65,826</u>	<u>\$4,885,680</u>	<u>\$4,951,506</u>
<u>2017</u>			
Camping program	\$ 4,052	\$ 365,969	\$ 370,021
Other programs	52,585	430,204	482,789
Operations	—	<u>3,994,823</u>	<u>3,994,823</u>
Total endowment net assets	<u>\$56,637</u>	<u>\$4,790,996</u>	<u>\$4,847,633</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2018 and 2017

3. Classification of Net Assets (Continued)

Changes in Endowment Net Assets

During the years ended August 31, 2018 and 2017, Easter Seals NH had the following endowment-related activities:

	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Net endowment assets, August 31, 2016	\$ 15,046	\$4,640,631	\$4,655,677
Investment return:			
Investment income, net of fees	25,641	-	25,641
Net appreciation (realized and unrealized)	20,017	-	20,017
Contributions	-	150,365	150,365
Appropriated for expenditure	<u>(4,067)</u>	<u>-</u>	<u>(4,067)</u>
Net endowment assets, August 31, 2017	56,637	4,790,996	4,847,633
Investment return:			
Investment income, net of fees	75,165	-	75,165
Net appreciation (realized and unrealized)	25,632	-	25,632
Contributions	-	94,684	94,684
Appropriated for expenditure	<u>(91,608)</u>	<u>-</u>	<u>(91,608)</u>
Net endowment assets, August 31, 2018	<u>\$ 65,826</u>	<u>\$4,885,680</u>	<u>\$4,951,506</u>

In addition to endowment net assets, Easter Seals NH also maintains non-endowed funds. The major categories of non-endowment funds, at August 31, 2018 and 2017 are as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total Non- Endowment Net Assets</u>
<u>2018</u>				
Veterans program	\$ -	\$1,129,223	\$ -	\$ 1,129,223
Other programs	-	291,994	-	291,994
Operations	<u>19,284,594</u>	<u>772,086</u>	<u>188,252</u>	<u>20,244,932</u>
Total non-endowment net assets	<u>\$19,284,594</u>	<u>\$2,193,303</u>	<u>\$188,252</u>	<u>\$21,666,149</u>
<u>2017</u>				
Veterans program	\$ -	\$ 715,361	\$ -	\$ 715,361
Other programs	-	184,462	-	184,462
Operations	<u>15,834,922</u>	<u>1,726,675</u>	<u>223,980</u>	<u>17,785,577</u>
Total non-endowment net assets	<u>\$15,834,922</u>	<u>\$2,626,498</u>	<u>\$223,980</u>	<u>\$18,685,400</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2018 and 2017

3. Classification of Net Assets (Continued)

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires Easter Seals NH to retain as a fund of permanent duration. Deficiencies of this nature are reported in unrestricted net assets. There were no deficiencies between the fair value of the investments of the endowment funds and the level required by donor stipulation at August 31, 2018 or 2017.

Investment and Spending Policies

Easter Seals NH has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that Easter Seals NH must hold in perpetuity or for a donor-specified period. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that exceed the price and yield results of an appropriate market index while assuming a moderate level of investment risk. Easter Seals NH expects its endowment funds to provide an average rate of return over a five year period equal to the rate of 2% over the inflation rate. Actual returns in any given year may vary from this amount.

To satisfy its long-term rate-of-return objectives, Easter Seals NH relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). Easter Seals NH targets a diversified asset allocation that places a greater emphasis on equity-based investments to achieve its long-term return objectives within prudent risk constraints.

Easter Seals NH may appropriate for distribution some or all of the earnings and appreciation on its endowment for funding of operations. In establishing this policy, Easter Seals NH considered the objective to maintain the purchasing power of the endowment assets held in perpetuity or for a specified term as well as to, so long as it would not detract from Easter Seals NH's critical goals and initiatives, provide additional real growth through new gifts and investment return.

4. Contributions Receivable

Contributions receivable from donors as of August 31, 2018 and 2017 are \$599,597 and \$946,055, respectively, net of an allowance for doubtful accounts of \$66,600 and \$87,500, respectively. The long-term portion of contributions receivable are recorded in other assets in the accompanying consolidated statements of financial position. Gross contributions are due as follows at August 31, 2018:

2019	\$562,557
2020	63,940
2021	36,200
2022	<u>3,500</u>
	<u>\$666,197</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2018 and 2017

5. Manchester Alcoholism Rehabilitation Center Revenues

Revenues related to providing health services are recorded net of contractual allowances, discounts and any provision for bad debts. Substantially all such adjustments in 2018 and 2017 are related to Manchester Alcoholism Rehabilitation Center. An estimated breakdown of Manchester Alcoholism Rehabilitation Center's revenue, net of contractual allowances, discounts and provision for bad debts recorded in fees and grants from governmental agencies and others recognized in 2018 and 2017 from major payor sources, is as follows:

	<u>Gross Revenues</u>	<u>Contractual Allowances and Discounts</u>	<u>Provision for Bad Debts</u>	<u>Revenues, Net</u>
<u>2018</u>				
Private payors (includes coinsurance and deductibles)	\$33,571,171	\$(20,973,855)	\$(1,057,046)	\$11,540,270
Medicaid	31,615,594	(27,988,142)	(148,056)	3,479,396
Medicare	85,060	(8,159)	-	76,901
Self-pay	<u>275,991</u>	<u>(168,460)</u>	<u>(85,872)</u>	<u>21,659</u>
	<u>\$65,547,816</u>	<u>\$(49,138,616)</u>	<u>\$(1,290,974)</u>	<u>\$15,118,226</u>
<u>2017</u>				
Private payors (includes coinsurance and deductibles)	\$33,264,634	\$(21,055,057)	\$(1,855,504)	\$10,354,073
Medicaid	23,941,745	(20,604,836)	(164,539)	3,172,370
Medicare	577,683	(18,639)	(87)	558,957
Self-pay	<u>632,930</u>	<u>(98,180)</u>	<u>(209,128)</u>	<u>325,622</u>
	<u>\$58,416,992</u>	<u>\$(41,776,712)</u>	<u>\$(2,229,258)</u>	<u>\$14,411,022</u>

6. Leases

Operating

Easter Seals NH leases certain assets under various arrangements which have been classified as operating leases. Total expense under all leases (including month-to-month leases) was approximately \$1,016,000 and \$1,046,000 for the years ended August 31, 2018 and 2017, respectively. Some of these leases have terms which include renewal options, and others may be terminated at Easter Seals NH's option without substantial penalty. Future minimum payments required under the leases in effect at August 31, 2018, through the remaining contractual term of the underlying lease agreements, are as follows:

2019	\$741,937
2020	456,177
2021	311,365
2022	224,162
2023	31,706

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2018 and 2017

6. Leases (Continued)

Capital

In 2015, Easter Seals NH entered into a three year lease agreement with a bank for certain computer equipment. This lease ended in 2018. Payments made under this agreement for the years ended August 31, 2018 and 2017 were \$20,995 and \$60,617, respectively. The assets are fully amortized as of August 31, 2018. The carrying value of assets recorded under the capital lease totaled \$17,533, net of accumulated amortization of \$161,286 at August 31, 2017. Amortization expense related to the above capital lease is a component of depreciation expense in the accompanying consolidated statements of functional expenses. Interest expense recognized on the capital lease in 2018 and 2017 was insignificant.

7. Fixed Assets

Fixed assets consist of the following at August 31:

	<u>2018</u>	<u>2017</u>
Buildings	\$ 30,906,387	\$ 27,501,343
Land and land improvements	3,331,184	2,989,333
Leasehold improvements	140,442	120,539
Office equipment and furniture	9,380,281	8,609,250
Vehicles	2,641,876	2,750,511
Construction in progress	<u>177,686</u>	<u>2,806,165</u>
	46,577,856	44,777,141
Less accumulated depreciation and amortization	<u>(17,782,070)</u>	<u>(16,328,800)</u>
	<u>\$ 28,795,786</u>	<u>\$ 28,448,341</u>

Depreciation and amortization expense related to fixed assets totaled \$1,788,535 and \$1,721,445 in 2018 and 2017, respectively.

During 2012, Easter Seals NH received a donated building with an estimated fair value of approximately \$1,100,000. Under the terms of the donation, for a period of six years, Easter Seals NH must continue to use the building as a child care center. Should Easter Seals NH cease to operate the program, or wish to sell or donate the property, Easter Seals NH must first provide the donor with the opportunity to purchase the property for \$1. The contribution representing the fair value of the building was recorded as deferred revenue at August 31, 2017. As of December 2017 the terms of the donation were met and Easter Seals NH recognized the remaining balance of \$937,292 in unrestricted contributions.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2018 and 2017

8. Investments and Assets Limited as to Use

Investments and assets limited as to use, at fair value, are as follows at August 31:

	<u>2018</u>	<u>2017</u>
Cash and cash equivalents	\$ 1,200,834	\$ 1,873,318
Marketable equity securities	1,716,059	1,450,878
Mutual funds	14,084,488	13,244,995
Corporate and foreign bonds	873,487	940,042
Government and agency securities	<u>460,528</u>	<u>425,217</u>
	18,335,396	17,934,450
Less: assets limited as to use	<u>(2,555,250)</u>	<u>(3,090,408)</u>
Total investments, at fair value	<u>\$15,780,146</u>	<u>\$14,844,042</u>

The composition of assets limited as to use at August 31, 2018 and 2017 is set forth in the table shown below at fair value. The portion of assets limited as to use that is required for obligations classified as current liabilities is reported in current assets.

	<u>2018</u>	<u>2017</u>
Under a deferred compensation plan (see note 9):		
Investments	\$ 1,660,727	\$ 1,417,727
Maintained in escrow to make required payments on revenue bonds (see note 10):		
Cash and cash equivalents	<u>894,523</u>	<u>1,672,681</u>
Total assets limited as to use	<u>\$2,555,250</u>	<u>\$3,090,408</u>

The principal components of investment income and net realized and unrealized gains included in continuing operations and other non-operating expenses, gains and losses are summarized below.

	<u>2018</u>	<u>2017</u>
Unrestricted investment income and unrealized and realized gains on investments:		
Dividend and interest income	\$ 575,571	\$ 546,014
Net unrealized gains	164,958	305,131
Net realized gains	<u>312,824</u>	<u>121,090</u>
	1,053,353	972,235
Restricted investment income and unrealized and realized gains on investments:		
Dividend and interest income	15,711	10,746
Net unrealized gains	14,335	51,569
Net realized gains	<u>61,298</u>	<u>17,093</u>
	<u>91,344</u>	<u>79,408</u>
	<u>\$1,144,697</u>	<u>\$1,051,643</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2018 and 2017

9. Retirement Plans

Easter Seals NH maintains a Section 403(b) Plan (a defined contribution retirement plan), which covers substantially all employees. Eligible employees may contribute any whole percentage of their annual salary. Easter Seals NH makes a matching contribution for eligible employees equal to 100% of the participants' elective deferrals limited to 2% of the participants' allowable compensation each pay period. The combined amount of employer and employee contributions is subject by law to annual maximum amounts. The employer match was approximately \$579,000 and \$479,000 for the years ended August 31, 2018 and 2017, respectively.

Easter Seals New Hampshire, Inc. offers, to certain management personnel, the option to participate in an Internal Revenue Code Section 457 Deferred Compensation Plan to which the organization may make a discretionary contribution. The employees' accounts are not available until termination, retirement, death or an unforeseeable emergency. Easter Seals New Hampshire, Inc. contributed approximately \$99,500 and \$106,000 to this plan during the years ended August 31, 2018 and 2017, respectively. The assets and liabilities associated with this plan were \$1,660,727 and \$1,417,727 at August 31, 2018 and 2017, respectively, and are included within assets limited as to use and other liabilities in the accompanying consolidated statements of financial position.

10. Borrowings

Borrowings consist of the following at August 31:

	<u>2018</u>	<u>2017</u>
Revenue Bonds, Series 2016A, tax exempt, issued through the New Hampshire Health and Education Facilities Authority (NHHEFA), with an annual LIBOR-based variable rate equal to the sum of (a) 0.6501 times one-month LIBOR, plus (b) 0.6501 times 2.45% (2.95% at August 31, 2018), due in annual principal payments increasing from \$40,417 to \$62,917 with a final payment of \$6,875,413 due in May 2027, secured by a pledge of all gross revenues and negative pledge of cash, investments and real estate.	\$12,226,664	\$12,705,000
Revenue Bonds, Series 2016B, tax exempt, issued through NHHEFA, with a fixed rate at 3.47%, annual principal payments continually increasing from \$15,810 to \$21,180 with a final payment of \$5,404,249 due in May 2027, secured by a pledge of all gross revenues and negative pledge of cash, investments and real estate.	7,724,289	9,052,520
Various notes payable to a bank with fixed interest rates ranging from 2.24% to 2.50%, various principal and interest payments ranging from \$111 to \$2,923 payable monthly through dates ranging from September 2018 through September 2021, secured by vehicles with a net book value of \$267,979 at August 31, 2018.	179,929	312,440

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2018 and 2017

10. Borrowings (Continued)

	<u>2018</u>	<u>2017</u>
Mortgage note payable to a bank with a fixed rate of 3.25%. Principal and interest of \$12,200 payable monthly, due in February 2030, secured by an interest in certain property with a net book value of \$4,883,943 at August 31, 2018.	<u>\$ 2,285,333</u>	<u>\$ 2,355,174</u>
	22,416,215	24,425,134
Less current portion	1,241,671	2,008,973
Less net unamortized bond issuance costs	<u>124,946</u>	<u>131,055</u>
	<u>\$21,049,598</u>	<u>\$22,285,106</u>

Principal payments on long-term debt for each of the following years ending August 31 are as follows:

2019	\$ 1,241,671
2020	857,166
2021	881,731
2022	876,813
2023	914,374
Thereafter	<u>17,644,460</u>
	<u>\$22,416,215</u>

Lines of Credit and Other Financing Arrangements

Easter Seals New Hampshire, Inc. had an agreement with a bank for a \$500,000 nonrevolving equipment line of credit. The line of credit was used to fund the purchase of New Hampshire titled vehicles for use by Easter Seals NH through April 2, 2014. The interest rate charged on outstanding borrowings was at a fixed rate at the then prime rate minus 0.75% for maturities up to a five-year term. Upon maturity of this agreement, the balances outstanding under the note payable at August 31, 2014 were converted to various term notes secured by vehicles, as described above. Included in long-term debt are three notes payable totaling \$7,185 and four notes payable totaling \$58,244 at August 31, 2018 and 2017, respectively.

Easter Seals New Hampshire, Inc. also has an agreement with a bank for a \$500,000 revolving equipment line, which can be used to fund the purchase of New Hampshire titled vehicles for use by Easter Seals NH on demand. Advances are converted to term notes as utilized. The interest rate charged on outstanding borrowings is at a fixed rate equal to the then Business Vehicle Rate at the time of the advance for maturities up to a five year term. Included in long-term debt are twenty-four notes payable totaling \$172,744 and twenty-five notes payable totaling \$254,196 at August 31, 2018 and 2017, respectively, that originated under this agreement. Availability under this agreement at August 31, 2018 and 2017 is \$327,256 and \$245,804, respectively.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2018 and 2017

10. Borrowings (Continued)

On August 31, 2015, Easter Seals NH entered into a revolving line of credit with a bank. Borrowing availability is up to \$4 million (a portion of which is secured by available letters of credit of \$38,000). Outstanding advances are due on demand. The interest rate charged on outstanding borrowings was at LIBOR rounded up to the nearest one-eighth of one percent plus 2.25%, subsequently amended twice (once in January 2017 to LIBOR rounded up to the nearest one-eighth of one percent plus 2.10% and in May 2018 to LIBOR rounded up to the nearest one-eighth of one percent plus 1.90%) (4.03% at August 31, 2018). Under an event of default, the interest rate will increase from LIBOR plus 1.90% to LIBOR plus 5.25%. The line is secured by a first priority interest in all business assets of Easter Seals New Hampshire, Inc. with guarantees from Easter Seals VT and Manchester Alcoholism Rehabilitation Center. The agreement requires that collective borrowings under the line of credit be reduced to \$1,000,000 for 30 consecutive days during each calendar year. Amounts outstanding under this revolving line of credit agreement at August 31, 2018 were \$610,319. There was no outstanding balance at August 31, 2017.

NHHEFA 2016A and 2016B Revenue Bonds

On December 20, 2016, Easter Seals NH issued \$13,015,000 in Series 2016A Tax Exempt Revenue Bonds. These bonds were used to refinance the Series 2004A Revenue Bonds.

Also, on December 20, 2016, Easter Seals NH issued \$9,175,000 in Series 2016B Tax Exempt Revenue Bonds. The bonds were issued to refinance an existing mortgage and to obtain funds for certain planned capital projects.

In connection with the refinancing of the 2004A revenue bonds in 2017, Easter Seals NH incurred a loss on extinguishment of debt totaling \$63,031, primarily related to the write-off of certain unamortized bond issuance costs.

Mortgage Notes Payable

On February 18, 2015, Easter Seals NH and Manchester Alcoholism Rehabilitation Center entered into a \$2,480,000 mortgage note payable to finance the acquisition of certain property located in Franklin, New Hampshire. The initial interest rate charged is fixed at 3.25%. Monthly principal and interest payments are \$12,200, and all remaining outstanding principal and interest is due on February 18, 2030. The note is secured by the property.

Interest Rate Swap Agreement

Easter Seals NH has an interest rate swap agreement with a bank in connection with the Series 2004A NHHEFA Revenue Bonds. On December 1, 2016, an amendment to this agreement was executed in anticipation of the refinancing of the 2004A revenue bonds to change the interest rate charged from 3.54% to 3.62% and the floating rate from LIBOR times 0.67 to LIBOR times 0.6501. The swap agreement had an outstanding notional amount of \$12,226,664 and \$12,705,000 at August 31, 2018 and 2017, respectively, which reduces in conjunction with principal reductions until the agreement is terminated in November 2034.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2018 and 2017

10. Borrowings (Continued)

The fair value of the above interest rate swap agreement totaled \$1,772,584 and \$2,641,673 at August 31, 2018 and 2017, respectively, \$244,261 and \$348,636 of which was current at August 31, 2018 and 2017, respectively. During the years ended August 31, 2018 and 2017 net payments required by the agreement totaled \$323,938 and \$401,992, respectively. These payments have been included in interest expense within the accompanying consolidated statements of activities and changes in net assets. See note 13 with respect to fair value determinations.

Debt Covenants

In connection with the bonds, lines of credit and various other notes payable described above, Easter Seals NH is required to comply with certain financial covenants including, but not limited to, minimum liquidity and debt service coverage ratios. At August 31, 2018, Easter Seals NH was in compliance with restrictive covenants specified under the NHHEFA bonds and other debt obligations.

11. Donated Services

A number of volunteers have donated their time in connection with Easter Seals NH's program services and fundraising campaigns. However, no amounts have been reflected in the accompanying consolidated financial statements for such donated services, as no objective basis is available to measure the value.

12. Related Party Transactions

Easter Seals NH is a member of Easter Seals, Inc. Membership fees to Easter Seals, Inc. were \$39,036 and \$38,326 for the years ended August 31, 2018 and 2017, respectively, and are reflected as support of National programs on the accompanying consolidated statements of activities and changes in net assets.

13. Fair Value of Financial Instruments

Fair value of a financial instrument is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at their measurement date. In determining fair value, Easter Seals NH uses various methods including market, income and cost approaches, and utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and the risks inherent in factors used in the valuation. These factors may be readily observable, market corroborated, or generally unobservable. Easter Seals NH utilizes valuation techniques that maximize the use of observable factors and minimizes the use of unobservable factors.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2018 and 2017

13. Fair Value of Financial Instruments (Continued)

Certain of Easter Seals NH's financial instruments are reported at fair value, which include beneficial interest held in trust, investments and the interest rate swap, and are classified by levels that rank the quality and reliability of the information used to determine fair value:

Level 1 – Valuations for financial instruments traded in active exchange markets, such as the New York Stock Exchange. Valuations are obtained from readily available pricing sources for market transactions involving identical instruments.

Level 2 – Valuations for financial instruments traded in less active dealer or broker markets. Valuations are obtained from third party pricing services for identical or similar instruments.

Level 3 – Valuations for financial instruments derived from other methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer or broker traded transactions. Level 3 valuations incorporate certain assumptions and projections in determining fair value.

The following describes the valuation methodologies used to measure financial assets and liabilities at fair value. The levels relate to valuation only and do not necessarily indicate a measure of investment risk. There have been no changes in the methodologies used by Easter Seals NH at August 31, 2018 and 2017.

Investments and Assets Limited as to Use

Cash and cash equivalents are deemed to be Level 1. The fair values of marketable equity securities, and mutual funds that are based upon quoted prices in active markets for identical assets are reflected as Level 1. Investments in certain government and agency securities and corporate and foreign bonds where securities are transparent and generally are based upon quoted prices in active markets are valued by the investment managers and reflected as Level 2.

Beneficial Interest in Trust Held by Others

The beneficial interest in trust held by others has been assigned fair value levels based on the fair value levels of the underlying investments within the trust. The fair values of marketable equity securities, money market and mutual funds are based upon quoted prices in active markets for identical assets and are reflected as Level 1. Investments in marketable equity securities and mutual funds where securities are transparent and generally are based upon quoted prices in active markets are valued by the investment managers and reflected as Level 2.

Interest Rate Swap Agreement

The fair value for the interest rate swap liability is included in Level 3 and is estimated by the counterparty using industry standard valuation models. These models project future cash flows and discount the future amounts to present value using market-based observable inputs, including interest rates.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2018 and 2017

13. Fair Value of Financial Instruments (Continued)

At August 31, 2018 and 2017, Easter Seals NH's assets and liabilities measured at fair value on a recurring basis were classified as follows:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
2018				
Assets:				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	\$ 1,200,834	\$ -	\$ -	\$ 1,200,834
Marketable equity securities:				
Large-cap	1,182,262	-	-	1,182,262
International	533,797	-	-	533,797
Mutual funds, open-ended:				
Short-term fixed income	4,387,471	-	-	4,387,471
Intermediate-term bond fund	1,037,110	-	-	1,037,110
High yield bond fund	81,169	-	-	81,169
Foreign bond	30,620	-	-	30,620
Government securities	377,563	-	-	377,563
Emerging markets bond	56,094	-	-	56,094
International equities	1,091,145	-	-	1,091,145
Domestic, large-cap	1,113,968	-	-	1,113,968
Domestic, small-cap	269,615	-	-	269,615
Domestic, multi alt	736,276	-	-	736,276
Real estate fund	197,057	-	-	197,057
Mutual funds, closed-ended:				
Domestic, large-cap	3,172,644	-	-	3,172,644
Domestic, mid-cap	588,528	-	-	588,528
Domestic, small-cap	428,019	-	-	428,019
International equity	517,209	-	-	517,209
Corporate and foreign bonds	-	873,487	-	873,487
Government and agency securities	-	460,528	-	460,528
	<u>\$17,001,381</u>	<u>\$1,334,015</u>	<u>\$ -</u>	<u>\$18,335,396</u>
Beneficial interest in trust held by others:				
Money market funds	\$ 7,096	\$ -	\$ -	\$ 7,096
Marketable equity securities:				
Large-cap	71,948	-	-	71,948
Mutual funds:				
Domestic fixed income	-	23,924	-	23,924
	<u>\$ 79,044</u>	<u>\$ 23,924</u>	<u>\$ -</u>	<u>\$ 102,968</u>
Liabilities:				
Interest rate swap agreement	\$ -	\$ -	\$ 1,772,584	\$ 1,772,584

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2018 and 2017

13. Fair Value of Financial Instruments (Continued)

<u>2017</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Assets:				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	\$ 1,873,318	\$ -	\$ -	\$ 1,873,318
Marketable equity securities:				
Large-cap	1,139,744	-	-	1,139,744
International	311,134	-	-	311,134
Mutual funds, open-ended:				
Short-term fixed income	4,254,127	-	-	4,254,127
Intermediate-term bond fund	1,098,931	-	-	1,098,931
High yield bond fund	52,926	-	-	52,926
Foreign bond	34,863	-	-	34,863
Government securities	491,892	-	-	491,892
Emerging markets bond	64,867	-	-	64,867
International equities	977,737	-	-	977,737
Domestic, large-cap	859,050	-	-	859,050
Domestic, small-cap	339,680	-	-	339,680
Domestic, multi alt	861,055	-	-	861,055
Real estate fund	188,220	-	-	188,220
Mutual funds, closed-ended:				
Domestic, large-cap	2,949,475	-	-	2,949,475
Domestic, mid-cap	499,421	-	-	499,421
Domestic, small-cap	240,364	-	-	240,364
Fixed Income and bond	4,577	-	-	4,577
International equity	327,810	-	-	327,810
Corporate and foreign bonds	-	940,042	-	940,042
Government and agency securities	-	425,217	-	425,217
	<u>\$16,569,191</u>	<u>\$1,365,259</u>	<u>\$ -</u>	<u>\$17,934,450</u>
Beneficial interest in trust held by others:				
Money market funds	\$ 7,943	\$ -	\$ -	\$ 7,943
Marketable equity securities:				
Large-cap	66,063	-	-	66,063
Mutual funds:				
Domestic fixed income	-	21,357	-	21,357
	<u>\$ 74,006</u>	<u>\$ 21,357</u>	<u>\$ -</u>	<u>\$ 95,363</u>
Liabilities:				
Interest rate swap agreement	<u>\$ -</u>	<u>\$ -</u>	<u>\$2,641,673</u>	<u>\$ 2,641,673</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2018 and 2017

13. Fair Value of Financial Instruments (Continued)

The table below sets forth a summary of changes in the fair value of Easter Seals NH's Level 3 liabilities for the years ended August 31, 2018 and 2017:

	<u>Interest Rate Swap</u>
Ending balance, August 31, 2016	\$(3,487,979)
Unrealized gain, net	<u>846,306</u>
Ending balance, August 31, 2017	(2,641,673)
Unrealized gain, net	<u>869,089</u>
Ending balance, August 31, 2018	<u>\$(1,772,584)</u>

14. Discontinued Operations

The accompanying consolidated financial statements include various programs and entities that are reported as discontinued operations, as follows:

- On January 25, 2012, the Board of Directors of Easter Seals NH voted to close Harbor Schools and cease all operations of this subsidiary. Effective August 31, 2018 the dissolution of Harbor Schools was finalized.
- On June 23 2017, Easter Seals NH sold the last property at 57 Webster Street.

The management of Easter Seals NH has determined that the closure of each of these programs/entities met the criteria for classification as discontinued operations. The decisions to close the programs/entities were based on performance factors.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2018 and 2017

14. Discontinued Operations (Continued)

The summary statement of financial position for Harbor Schools as of August 31, 2017 was as follows:

	<u>Harbor Schools</u>
Total assets	\$201,786
Net assets:	
Unrestricted	149,764
Temporarily restricted	28,196
Permanently restricted	23,826

There were no remaining balances as of August 31, 2018 for Harbor Schools noted above for purposes of summary statement of financial position presentation.

Summary statements of activities for each of the above discontinued programs/entities for the years ended August 31, 2018 and 2017 are as follows:

	<u>Harbor Schools</u>		<u>New Hampshire</u>	
	<u>2018</u>	<u>2017</u>	<u>2018</u>	<u>2017</u>
Total public support and revenue	\$ 1,203	\$ 1,123	\$ -	\$ -
Operating expenses	-	(10,035)	-	(34,741)
Other non-operating expenses	(1,771)	(553)	-	-
Gain on sale of properties, net	<u>-</u>	<u>-</u>	<u>-</u>	<u>6,475</u>
Loss from discontinued operations	<u>\$ (568)</u>	<u>\$ (9,465)</u>	<u>\$ -</u>	<u>\$ (28,266)</u>

In addition, the accompanying consolidated financial statements include losses from various other discontinued operations totaling \$7,712 in 2018.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2018 and 2017

15. Acquisition of The Homemakers Health Services, Inc.

On May 4, 2018, Easter Seals NH entered into a letter of intent to affiliate with The Homemakers Health Services, Inc. (the Organization). On September 1, 2018, Easter Seals NH acquired the Organization for no consideration. The Organization was not controlled by Easter Seals NH prior to this agreement. This affiliation will be accounted for in accordance with generally accepted accounting principles guidance on acquisitions by a not-for-profit entity. The Homemakers Health Services, Inc. had total net operating revenue of approximately \$289,000 (unaudited) for the two months ended August 31, 2018, and \$2,330,000 for year ended June 30, 2018. The financial position of The Homemakers Health Services, Inc. as of September 1, 2018 (unaudited), is as follows:

	<u>(Unaudited)</u>
Assets:	
Cash and cash equivalents	\$ 119,865
Other current assets	148,613
Fixed assets, net	<u>1,030,882</u>
Total assets	<u>\$1,299,360</u>
Liabilities:	
Accounts payable	\$ 51,250
Accrued expenses and other liabilities	107,746
Debt	<u>125,685</u>
Total liabilities	284,681
Net assets:	
Unrestricted net assets	<u>1,014,679</u>
Total liabilities and net assets	<u>\$1,299,360</u>

OTHER FINANCIAL INFORMATION

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2018

ASSETS

	* New Hampshire	Vermont	Maine	Harbor Schools, Inc.	Elimin- ations	Total
Current assets:						
Cash and cash equivalents	\$ 2,327,419	\$ 29,169	\$ 8,920	\$ -	\$ -	\$ 2,365,508
Short-term investments, at fair value	3,002,574	-	-	-	-	3,002,574
Accounts receivable from affiliates	2,335,205	1,450,563	-	-	(3,785,768)	-
Program and other accounts receivable, net	10,427,498	566,808	89,283	-	-	11,083,589
Contributions receivable, net	492,283	1,020	2,654	-	-	495,957
Current portion of assets limited as to use	894,523	-	-	-	-	894,523
Prepaid expenses and other current assets	<u>389,913</u>	<u>13,440</u>	<u>28,427</u>	-	-	<u>431,780</u>
Total current assets	19,869,415	2,061,000	129,284	-	(3,785,768)	18,273,931
Assets limited as to use, net of current portion	1,641,337	19,390	-	-	-	1,660,727
Fixed assets, net	28,725,627	51,923	18,236	-	-	28,795,786
Investments, at fair value	12,777,572	-	-	-	-	12,777,572
Beneficial interest in trust held by others and other assets	<u>206,608</u>	-	-	-	-	<u>206,608</u>
	<u>\$63,220,559</u>	<u>\$2,132,313</u>	<u>\$ 147,520</u>	<u>\$ -</u>	<u>\$(3,785,768)</u>	<u>\$61,714,624</u>

LIABILITIES AND NET ASSETS

	* New <u>Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Harbor Schools, Inc.</u>	<u>Elimin- ations</u>	<u>Total</u>
Current liabilities:						
Line of credit	\$ 610,319	\$ -	\$ -	\$ -	\$ -	\$ 610,319
Accounts payable	2,709,560	12,816	187	-	-	2,722,563
Accrued expenses	5,295,718	8,054	31,085	-	-	5,334,857
Accounts payable to affiliates	-	-	3,785,768	-	(3,785,768)	-
Deferred revenue	685,999	11,540	7,111	-	-	704,650
Current portion of interest rate swap agreements	244,261	-	-	-	-	244,261
Current portion of long-term debt	<u>1,241,671</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,241,671</u>
Total current liabilities	10,787,528	32,410	3,824,151	-	(3,785,768)	10,858,321
Other liabilities	1,641,337	19,390	-	-	-	1,660,727
Interest rate swap agreements, less current portion	1,528,323	-	-	-	-	1,528,323
Long-term debt, less current portion, net	<u>21,049,598</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>21,049,598</u>
Total liabilities	35,006,786	51,800	3,824,151	-	(3,785,768)	35,096,969
Net assets (deficit):						
Unrestricted	20,883,776	2,075,949	(3,675,131)	-	-	19,284,594
Temporarily restricted	2,256,065	4,564	(1,500)	-	-	2,259,129
Permanently restricted	<u>5,073,932</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>5,073,932</u>
Total net assets (deficit)	<u>28,213,773</u>	<u>2,080,513</u>	<u>(3,676,631)</u>	<u>-</u>	<u>-</u>	<u>26,617,655</u>
	<u>\$63,220,559</u>	<u>\$2,132,313</u>	<u>\$ 147,520</u>	<u>\$ -</u>	<u>\$(3,785,768)</u>	<u>\$61,714,624</u>

* Includes Manchester Alcoholism Rehabilitation Center.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2017

ASSETS

	• New <u>Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Harbor Schools, Inc.</u>	<u>Elimin- ations</u>	<u>Total</u>
Current assets:						
Cash and cash equivalents	\$ 3,589,555	\$ 19,385	\$ 10,103	\$ -	\$ -	\$ 3,619,043
Short-term investments, at fair value	2,816,344	-	-	-	-	2,816,344
Accounts receivable from affiliates	1,489,181	1,668,124	-	149,764	(3,307,069)	-
Program and other accounts receivable, net	8,599,952	691,294	14,939	-	-	9,306,185
Contributions receivable, net	568,342	920	13,246	-	-	582,508
Current portion of assets limited as to use	1,566,680	-	-	-	-	1,566,680
Prepaid expenses and other current assets	<u>389,372</u>	<u>12,775</u>	<u>30,710</u>	<u>-</u>	<u>-</u>	<u>432,857</u>
Total current assets	19,019,426	2,392,498	68,998	149,764	(3,307,069)	18,323,617
Assets limited as to use, net of current portion	1,511,218	12,510	-	-	-	1,523,728
Fixed assets, net	28,359,254	75,573	13,514	-	-	28,448,341
Investments, at fair value	11,975,676	-	-	52,022	-	12,027,698
Beneficial interest in trust held by others and other assets	<u>458,909</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>458,909</u>
	<u>\$61,324,483</u>	<u>\$2,480,581</u>	<u>\$ 82,512</u>	<u>\$201,786</u>	<u>\$(3,307,069)</u>	<u>\$60,782,293</u>

LIABILITIES AND NET ASSETS

	* New <u>Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Harbor Schools, Inc.</u>	<u>Elimin- ations</u>	<u>Total</u>
Current liabilities:						
Accounts payable	\$ 2,388,870	\$ 25,812	\$ 2,554	\$ -	\$ -	\$ 2,417,236
Accrued expenses	4,750,875	-	22,737	-	-	4,773,612
Accounts payable to affiliates	-	-	3,307,069	-	(3,307,069)	-
Deferred revenue	1,635,253	33,557	14,995	-	-	1,683,805
Current portion of capital lease obligation	20,995	-	-	-	-	20,995
Current portion of interest rate swap agreements	348,636	-	-	-	-	348,636
Current portion of long-term debt	<u>2,008,973</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,008,973</u>
Total current liabilities	11,153,602	59,369	3,347,355	-	(3,307,069)	11,253,257
Other liabilities	1,405,350	12,510	-	-	-	1,417,860
Interest rate swap agreements, less current portion	2,293,037	-	-	-	-	2,293,037
Long-term debt, less current portion, net	<u>22,285,106</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>22,285,106</u>
Total liabilities	37,137,095	71,879	3,347,355	-	(3,307,069)	37,249,260
Net assets (deficit):						
Unrestricted	16,553,419	2,401,641	(3,269,902)	149,764	-	15,834,922
Temporarily restricted	2,642,819	7,061	5,059	28,196	-	2,683,135
Permanently restricted	<u>4,991,150</u>	<u>-</u>	<u>-</u>	<u>23,826</u>	<u>-</u>	<u>5,014,976</u>
Total net assets (deficit)	<u>24,187,388</u>	<u>2,408,702</u>	<u>(3,264,843)</u>	<u>201,786</u>	<u>-</u>	<u>23,533,033</u>
	<u>\$61,324,483</u>	<u>\$2,480,581</u>	<u>\$ 82,512</u>	<u>\$201,786</u>	<u>\$(3,307,069)</u>	<u>\$60,782,293</u>

* Includes Agency Realty, Inc. through October 26, 2016 (see note 1) and Manchester Alcoholism Rehabilitation Center.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES
CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
Year Ended August 31, 2018

	<u>* New Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Harbor Schools, Inc.</u>	<u>Elimin- ations</u>	<u>Total</u>
Public support and revenue:						
Public support:						
Contributions, net	\$ 1,913,486	\$ 28,113	\$ 83,497	\$ -	\$ -	\$ 2,025,096
Special events, net	1,898,837	394	55,087	-	-	1,954,318
Annual campaigns, net	371,433	4,761	5,148	-	-	381,342
Bequests	<u>138,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>138,000</u>
Total public support	4,321,756	33,268	143,732	-	-	4,498,756
Revenue:						
Fees and grants from governmental agencies and others, net	58,082,135	5,261,341	292,224	-	-	63,635,700
Other grants	21,165,950	1,060,871	246,770	-	-	22,473,591
Dividend and interest income	591,280	2	-	-	-	591,282
Rental income	27,050	-	-	-	-	27,050
Intercompany revenue	741,597	-	-	-	(741,597)	-
Other	<u>110,189</u>	<u>12,475</u>	<u>24</u>	<u>-</u>	<u>-</u>	<u>122,688</u>
Total revenue	<u>80,718,201</u>	<u>6,334,689</u>	<u>539,018</u>	<u>-</u>	<u>(741,597)</u>	<u>86,850,311</u>
Total public support and revenue	85,039,957	6,367,957	682,750	-	(741,597)	91,349,067
Operating expenses:						
Program services:						
Public health education	246,678	7,099	1,119	-	-	254,896
Professional education	23,007	-	-	-	-	23,007
Direct services	<u>72,888,726</u>	<u>6,001,327</u>	<u>761,733</u>	<u>-</u>	<u>(32,934)</u>	<u>79,618,852</u>
Total program services	73,158,411	6,008,426	762,852	-	(32,934)	79,896,755

	* New Hampshire	Vermont	Maine	Harbor Schools, Inc.	Elimin- ations	Total
Supporting services:						
Management and general	\$ 8,536,262	\$ 614,425	\$ 124,821	\$ -	\$(708,663)	\$ 8,566,845
Fundraising	<u>869,629</u>	<u>73,295</u>	<u>199,153</u>	<u>-</u>	<u>-</u>	<u>1,142,077</u>
Total supporting services	<u>9,405,891</u>	<u>687,720</u>	<u>323,974</u>	<u>-</u>	<u>(708,663)</u>	<u>9,708,922</u>
Total functional expenses	82,564,302	6,696,146	1,086,826	-	(741,597)	89,605,677
Support of National programs	<u>39,036</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>39,036</u>
Total operating expenses	<u>82,603,338</u>	<u>6,696,146</u>	<u>1,086,826</u>	<u>-</u>	<u>(741,597)</u>	<u>89,644,713</u>
Increase (decrease) in net assets from operations	2,436,619	(328,189)	(404,076)	-	-	1,704,354
Other non-operating expenses, gains and losses:						
Change in fair value of interest rate swaps	869,089	-	-	-	-	869,089
Net unrealized and realized gains on investments	553,415	-	-	-	-	553,415
Increase in fair value of beneficial interest in trust held by others	7,606	-	-	-	-	7,606
Loss on sales and disposals of fixed assets	(9,100)	-	-	-	-	(9,100)
Other non-operating expenses	<u>(32,462)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(32,462)</u>
	1,388,548	-	-	-	-	1,388,548
Loss from discontinued operations	<u>-</u>	<u>-</u>	<u>(7,712)</u>	<u>(568)</u>	<u>-</u>	<u>(8,280)</u>
Increase (decrease) in net assets before effects of dissolution of an affiliate	3,825,167	(328,189)	(411,788)	(568)	-	3,084,622
Dissolution of an affiliate	<u>201,218</u>	<u>-</u>	<u>-</u>	<u>(201,218)</u>	<u>-</u>	<u>-</u>
Total increase (decrease) in net assets	4,026,385	(328,189)	(411,788)	(201,786)	-	3,084,622
Net assets (deficit) at beginning of year	<u>24,187,388</u>	<u>2,408,702</u>	<u>(3,264,843)</u>	<u>201,786</u>	<u>-</u>	<u>23,533,033</u>
Net assets (deficit) at end of year	<u>\$28,213,773</u>	<u>\$2,080,513</u>	<u>\$(3,676,631)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$26,617,655</u>

* Includes Manchester Alcoholism Rehabilitation Center.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES
CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2017

	<u>* New Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Harbor Schools, Inc.</u>	<u>Elimin- ations</u>	<u>Total</u>
Public support and revenue:						
Public support:						
Contributions, net	\$ 2,330,292	\$ 22,084	\$ 94,429	\$ -	\$ -	\$ 2,446,805
Special events, net	1,627,232	3,917	80,125	-	-	1,711,274
Annual campaigns, net	292,955	10,473	18,607	-	-	322,035
Bequests	<u>288,456</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>288,456</u>
Total public support	4,538,935	36,474	193,161	-	-	4,768,570
Revenue:						
Fees and grants from governmental agencies and others, net	54,830,934	5,065,405	1,145,379	-	-	61,041,718
Other grants	19,998,951	1,002,769	337,494	-	-	21,339,214
Dividend and interest income	556,758	2	-	-	-	556,760
Rental income	27,225	-	-	-	-	27,225
Intercompany revenue	759,869	-	-	-	(759,869)	-
Other	<u>129,094</u>	<u>1,000</u>	<u>2,095</u>	<u>-</u>	<u>-</u>	<u>132,189</u>
Total revenue	<u>76,302,831</u>	<u>6,069,176</u>	<u>1,484,968</u>	<u>-</u>	<u>(759,869)</u>	<u>83,097,106</u>
Total public support and revenue	80,841,766	6,105,650	1,678,129	-	(759,869)	87,865,676
Operating expenses:						
Program services:						
Public health education	272,981	7,179	14	-	-	280,174
Professional education	30,599	-	-	-	-	30,599
Direct services	<u>69,254,921</u>	<u>5,620,706</u>	<u>1,751,400</u>	<u>-</u>	<u>(41,666)</u>	<u>76,585,361</u>
Total program services	69,558,501	5,627,885	1,751,414	-	(41,666)	76,896,134

	* New Hampshire	Vermont	Maine	Harbor Schools, Inc.	Elimin- ations	Total
Supporting services:						
Management and general	\$ 7,854,998	\$ 551,880	\$ 191,236	\$ -	\$(718,203)	\$ 7,879,911
Fundraising	<u>1,039,446</u>	<u>75,463</u>	<u>199,291</u>	<u>-</u>	<u>-</u>	<u>1,314,200</u>
Total supporting services	<u>8,894,444</u>	<u>627,343</u>	<u>390,527</u>	<u>-</u>	<u>(718,203)</u>	<u>9,194,111</u>
Total functional expenses	78,452,945	6,255,228	2,141,941	-	(759,869)	86,090,245
Support of National programs	<u>38,326</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>38,326</u>
Total operating expenses	<u>78,491,271</u>	<u>6,255,228</u>	<u>2,141,941</u>	<u>-</u>	<u>(759,869)</u>	<u>86,128,571</u>
Increase (decrease) in net assets from operations	2,350,495	(149,578)	(463,812)	-	-	1,737,105
Other non-operating expenses, gains and losses:						
Change in fair value of interest rate swaps	846,306	-	-	-	-	846,306
Net unrealized and realized gains on investments	494,883	-	-	-	-	494,883
Increase in fair value of beneficial interest in trust held by others	6,743	-	-	-	-	6,743
Loss on bond refinance	(63,031)	-	-	-	-	(63,031)
Loss on sales and disposals of fixed assets	(3,674)	-	528	-	-	(3,146)
Other non-operating expenses	<u>(10,417)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(10,417)</u>
	1,270,810	-	528	-	-	1,271,338
Loss from discontinued operations	<u>(28,266)</u>	<u>-</u>	<u>-</u>	<u>(9,465)</u>	<u>-</u>	<u>(37,731)</u>
Total increase (decrease) in net assets	3,593,039	(149,578)	(463,284)	(9,465)	-	2,970,712
Net assets (deficit) at beginning of year	<u>20,594,349</u>	<u>2,558,280</u>	<u>(2,801,559)</u>	<u>211,251</u>	<u>-</u>	<u>20,562,321</u>
Net assets (deficit) at end of year	<u>\$24,187,388</u>	<u>\$2,408,702</u>	<u>\$(3,264,843)</u>	<u>\$201,786</u>	<u>\$-</u>	<u>\$23,533,033</u>

* Includes Agency Realty, Inc. through October 26, 2016 (see note 1) and Manchester Alcoholism Rehabilitation Center.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2018

	* New <u>Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	Harbor Schools, <u>Inc.</u>	Elimin- <u>ations</u>	<u>Total</u>
Salaries and related expenses	\$61,637,499	\$5,345,519	\$ 723,908	\$ -	\$ -	\$67,706,926
Professional fees	8,697,878	669,966	170,708	-	(741,597)	8,796,955
Supplies	2,371,309	33,136	11,759	-	-	2,416,204
Telephone	574,477	35,251	16,084	-	-	625,812
Postage and shipping	52,277	1,689	792	-	-	54,758
Occupancy	2,293,069	170,645	63,386	-	-	2,527,100
Outside printing, artwork and media	42,146	4,051	4,497	-	-	50,694
Travel	2,061,630	306,760	24,173	-	-	2,392,563
Conventions and meetings	238,764	15,397	3,568	-	-	257,729
Specific assistance to individuals	1,053,536	41,070	35,587	-	-	1,130,193
Dues and subscriptions	64,350	-	1,138	-	-	65,488
Minor equipment purchases- and equipment rental	347,406	14,929	1,492	-	-	363,827
Ads, fees and miscellaneous	357,091	22,997	24,183	-	-	404,271
Interest	1,024,622	-	-	-	-	1,024,622
Depreciation and amortization	<u>1,748,248</u>	<u>34,736</u>	<u>5,551</u>	<u>-</u>	<u>-</u>	<u>1,788,535</u>
	<u>\$82,564,302</u>	<u>\$6,696,146</u>	<u>\$1,086,826</u>	<u>\$ -</u>	<u>\$(741,597)</u>	<u>\$89,605,677</u>

* Includes Manchester Alcoholism Rehabilitation Center.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2017

	<u>* New Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Harbor Schools, Inc.</u>	<u>Elimin- ations</u>	<u>Total</u>
Salaries and related expenses	\$57,687,981	\$4,925,625	\$1,465,432	\$ -	\$ -	\$64,079,038
Professional fees	8,463,640	640,027	278,263	-	(759,869)	8,622,061
Supplies	2,180,957	38,894	17,731	-	-	2,237,582
Telephone	566,435	37,125	15,362	-	-	618,922
Postage and shipping	57,742	1,295	2,214	-	-	61,251
Occupancy	2,022,811	154,091	168,031	-	-	2,344,933
Outside printing, artwork and media	71,825	6,754	6,709	-	-	85,288
Travel	1,990,758	313,059	28,112	-	-	2,331,929
Conventions and meetings	214,857	31,141	11,383	-	-	257,381
Specific assistance to individuals	1,025,235	33,829	63,470	-	-	1,122,534
Dues and subscriptions	34,018	200	2,994	-	-	37,212
Minor equipment purchases- and equipment rental	338,335	11,384	1,260	-	-	350,979
Ads, fees and miscellaneous	335,912	24,820	71,811	-	-	432,543
Interest	986,384	-	-	-	-	986,384
Impairment	767,632	-	-	-	-	767,632
Depreciation and amortization	<u>1,708,423</u>	<u>36,984</u>	<u>9,169</u>	-	-	<u>1,754,576</u>
	<u>\$78,452,945</u>	<u>\$6,255,228</u>	<u>\$2,141,941</u>	<u>\$ -</u>	<u>\$(759,869)</u>	<u>\$86,090,245</u>

* Includes Agency Realty, Inc. through October 26, 2016 (see note 1) and Manchester Alcoholism Rehabilitation Center.

2019 Farnum Center Board of Directors

Chairman

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Past Chair

Ian MacDermott

Vice Chair

Tom Bullock

Treasurer

Paul Voegelin

Rob Wieczorek

Lori Levesque

Shawna Colantuone

George Powell

Twila McInnis

Sandy Dahri

Matt Boucher

Harry J. Gammon
Easter Seals New Hampshire, Inc.
855 Auburn Street
Manchester, NH 03103

Employment

7/88 to Present: President, Chief Executive Officer

A member of Easter Seals National, the Agency is a comprehensive, multi-facility organization with services throughout New Hampshire, Vermont, New York, Maine, Rhode Island, and Connecticut. Employing over 2000 persons and operating in excess of 100 million dollars, the Agency has services in Vocational, Educational, Residential, Clinical, Medical, Camping/Recreational, Veterans and Substance Abuse. Position reports to the Chairman of the Board of Directors.

6/85 - 7/88

Executive Vice President

Vice President

8/75 - 6/85

Deputy Executive Director

Easter Seal Society/Goodwill Industries of New Hampshire/Vermont

In progressive management experiences, guided the Agency's programs through a growth from 1+ million dollar budget, and status as one of the most comprehensive service organizations in the country.

Directly responsible to the Executive Director, later President, for supervision of all professional programs of the comprehensive rehabilitation centers, with CARF accreditation in Audiology, Speech Pathology, Social Adjustment, Physical Restoration and Vocational Adjustment. In addition, the Society operates a large day school for handicapped pupils, 3 work adjustment center/sheltered workshops, a comprehensive camping program, retail sales outlets, and a pupil transportation program of 75 students per day. Duties included, but were not limited to, hiring and supervision of staff, program development, budget development and control, procuring funding, and staffing of various Board committees.

LJ Gammon
page 2

9/71 - 8/75

New Hampshire Easter Seal Society for Crippled Children & Adults, Inc.
870 Hayward St
Manchester, NH 03103

Position: Facilities Director, Easter Seal School

Program: Development, supervision and recruitment of staff, screening of pupils, developing budget, and securing funding.

9/70 - 7/71

New Hampshire Department of Education
Keene Public Schools
Keene, NH 03431

Position: Special Education Consultant

1 year study of special education needs of 6 small towns in New Hampshire. Responsible to 6 school boards and the New Hampshire Department of Special Education, Title VI-B Grant.

2/69 - 8/70

Gary Public Schools
Gary, IN

Position: Teacher, Special Education

Classroom teacher, M.R. Summer program for trainable M.R.

9/67 - 1/69

Charlottesville Public Schools
Charlottesville, VA

Position: Teacher M.R. - Department Chairman

Teacher, pre-vocational services, Department Chairman for Junior High age M.R. Director, Summer project (7/68), Title I.

Education

9/62 - 8/66

University of Virginia, Charlottesville, VA
B.S. in Special Education, emphasis in Mental Retardation. All
undergraduate courses were at the Master's level. Dean's List - Junior &
Senior years.

9/66 - 8/67

University of Virginia, Charlottesville, VA
36 hours of Graduate School of Education, emphasis in Administration,
Testing & Evaluation and Research. Full-time graduate scholarship.

Service

National

Chairman, Board of Trustees, CARE (1990-1991)
Member, Board of Trustees, CARE (1985-1991)
Medders Award, Outstanding Easter Seals Executive, 1995
President, Easter Seals Leadership Association, 1998-2000

Local

Queen City Rotary Club, Member
Serenity Place, Board of Directors
Mayor's Task Force/Senior Services
Hillcrest Terrace, Board of Directors
CEO Council
Dartmouth Hitchcock Medical Center - Assembly of Overseers
YMCA Disability Council

Recognition

Non-Profit Business of the Year, *Business NH Magazine*, 2010
Non-Profit Business of the Year, *Business NH Magazine*, 2005
Non-Profit Business of the Decade, *Business NH Magazine*, 2000
Non-Profit Business of the Year, *Business NH Magazine*, 1994

Ellis Treanor
Easter Seals New Hampshire, Inc.
555 Auburn Street
Manchester, NH 03103

CAREER SUMMARY:

Leadership, management and teamwork involving all business-related functions and administration. Major emphasis on providing high quality and cost effective services to customers.

SKILLS & EXPERIENCE:

- Accounting, financial reporting, budgeting, internal controls, auditing, cost reporting, variance analysis, accounts payable, purchasing and payroll
- Cash management, investments, borrowing, banking relationships
- Billing, receivables, collections, funding sources, third party reimbursement
- Insurances, contracts, grants, legal issues
- Policies and procedures development, problem solving
- Financial training and consultation
- Strategic and business planning
- Liaison with Board of Directors and Committees

WORK HISTORY:

- 2012 - Present
Easter Seals New Hampshire, Inc., Manchester, NH
Chief Operating Officer/Chief Financial Officer
Oversee all program and fiscal management of multi-corporate, multi-state entity.
- 1994 - 2012
Easter Seals New Hampshire, Inc., Manchester, NH
Senior Vice President & Chief Financial Officer
Oversee fiscal management for 100 million-dollar budget size, multi-corporate, multi-state entity. Also, responsible for reception, maintenance, customer service functions.
- 1988 - 1994
Easter Seal Society of NH, Inc., Manchester, NH
Vice President of Finance
Responsible for finance functions and information systems agency wide. Instrumental in major financial turnaround from \$600,000 deficit in 1988 to \$100,000 surplus in 1989 and surpluses every year thereafter.
- 1984 - 1988
Easter Seal Society of NH, Inc., Manchester, NH
Controller
Promoted to position with added responsibilities of managing billing function and staff. Converted financial applications to integrated automated systems. Involved in corporate

reorganizations to multiple entities and external corporate mergers and acquisitions.

1982-1984

Easter Seal Society of NH, Inc., Manchester, NH
Chief Accountant

Promoted to supervisory position to manage accounting, payroll, payables, purchasing. Revised budget process, audit work, procedures and monitoring systems.

1981-1982

Easter Seal Society of NH, Inc., Manchester, NH
Accountant

Promoted to take charge of general ledger, reconciliations and financial reporting. Established chain of accounts, fund accounting system and internal controls.

1980-1981

Easter Seal Society of NH, Inc., Manchester, NH
Internal Auditor

Handled accounts payable, cash flow, grant billing and review of general ledger accounts.
Marshall's, Peabody, MA
Senior Clerk

1977-1980

Worked as cashier, customer service representative and bookkeeper, while attending college.

EDUCATION

1989

New Hampshire College, Hooksett, NH
Master's in Business Administration

1980

Beaujeu College, Walham, MA
Bachelor of Science, Accounting Major

1977

North Shore Community College, Beverly, MA
Associates Degree, Accounting Major

SERVICE

National Eastern State

Leader of Northeast Region, Chief Financial Officer

President of Northeast Regional Leadership Association

Past Chairman of the Quality Council

NANCY L. ROLLINS

EXPERIENCE

Easterseals, NH, VT, ME; Farnum Center/Farnum North-NH.
555 Auburn Street
Manchester, NH 03103

Chief Strategy Officer

November 2016 – Present

Responsible for strategic development across all organizational services and supports. Provides intergovernmental relations working with the senior management team to develop and implement a corporate and legislative strategy. Improve visibility across the three state footprint, specifically in the areas of Health and Human Services, Foundations and State Government. Collaborates with the management team to develop and implement plans for the operational infrastructure of systems, processes and personnel design to accommodate growth and rapid response to needs within the community. Seeks growth opportunities through partnerships, mergers and acquisitions of compatible organizations to meet the needs of individuals and their families across the lifespan who have disabilities or special needs. Leads quality initiative to include reviews of program service, analyzes data and develops and implements strategies to move towards quality performance measurement in all services and supports. Serves as a member of the Executive Leadership Team. Reports directly to the President/ Chief Executive Officer

Goodwill Industries of Northern New England
38 Locke Road, #2
Concord, NH 03301

New Hampshire State Director for Strategic Development and Public Policy January, 2014 – October 25, 2016

Responsible for collaboration with existing state and local networks to identify, develop or create potential businesses and programs serving the state of New Hampshire. Assuring such activities are consistent with Goodwill of Northern New England's (Goodwill NNE) strategic plan and vision of creating sustainable communities that thrive through the fullest participation of their diverse residents. Acquire knowledge about current trends and emerging issues in public policy, as well as New Hampshire business practices and relates them to existing and potential Goodwill NNE business and program development. Works in conjunction with Goodwill NNE senior management team, New Hampshire Goodwill NNE retail staff, and Agency program managers to fulfill goals in New Hampshire and the agency in general. Represents Goodwill NNE in all state and local activities consistent with the agency's mission to enable persons with diverse challenges achieve personal stability and community engagement.

Serves as a member of the Senior Management Team. Report directly to the President/ Chief Executive Officer.

State of New Hampshire
Department of Health and Human Services
Division of Community Based Care Services
129 Pleasant Street
Concord, New Hampshire 03301

Associate Commissioner

March, 2006 – January 2014

Responsible for the Division of Community Based Care Services (DCBCS) which provides a wide range of supports and services in partnership with community providers for individuals with developmental disabilities and acquired brain disorders, individuals with serious mental illness or emotional disturbance, adults aged 18-60 who have a chronic illness or disability, individuals age 60 or older, adult protective services ages 18 and up, individuals with substance abuse and alcohol abuse disorders, persons who are homeless or at risk of homelessness, and children age 0-18 with physical disabilities, chronic illnesses and special health care needs. DCBCS focuses on the development and implementation of long-term care systems that can support an individual's choice to remain in community and out of long-term institutional settings.

Served as a member of the Commissioner's Senior Management and Policy Team. This senior level position was a direct report to the Commissioner.

State of New Hampshire
Department of Health and Human Services
Office of Medicaid Business & Policy
And

Division of Community Based Care Services
129 Pleasant Street
Concord, NH 03301

January, 2006 – March, 2006

Interim Director

At the request of the Commissioner of the Department of Health and Human Services, agreed to serve as Interim Director of the Office of Medicaid Business & Policy (OMBP), which has functional responsibility for health planning, reporting, data and research, and the Medical Assistance program (Medicaid).

In addition, serves as Interim Director for the Division of Community Based Care Services (DCBCS). This Division provides a wide range of supports and services in partnership with community systems for individuals with developmental disabilities and acquired brain disorders, individuals with serious mental illness or emotional disturbance, adults aged 18-60 who have a chronic illness or disability, and individuals age 60 or older, and children age 0-18 with physical disabilities, chronic illnesses and special health care needs.

State of New Hampshire
Department of Health and Human Services
Division for Children, Youth, and Families
129 Pleasant Street
Concord, NH 03301

July 1995 – January 2, 2006

Director

Assigned as Acting Director in July 1995, during a reorganization of the Department of Health and Human Services. On November 27, 1995 assumed the position of Director of the Division for Children, Youth and Families (DCYF) responsible for state leadership of the agency that has statutory authority for child

protection, children in need of services (CHINS) and community-based juvenile justice, juvenile probations and parole services. In addition DCYF has administrative responsibility for statewide domestic violence funds and provides state funded childcare/child development services that are employment related, protective or preventative. Administer an annual budget of \$124 million dollars. The Division maintains fifteen service sites statewide with a staff of 370. In addition the Division contracts or vendors services to over 1,600 community-based providers or residential care facilities. On September 16, 2001 the juvenile probation responsibility transferred from DCYF to a newly created Division for Juvenile Justice Services (DJJS). DCYF retains responsibility for child protection, child development/childcare, domestic violence and child welfare prevention services. Administratively DCYF oversees the use of Federal child welfare and Medicaid funds for DJJS. The Director position is a direct report to the Commissioner of the Department of Health and Human Services. Serve as a member of the Department's management team. Provide leadership regarding children, youth and family issues in a wide variety of areas on the community, state and national levels.

State of New Hampshire
Department of Health and Human Services
Division for Children, Youth, and Families
6 Hazen Drive
Concord, NH 03301

August 1994 - July 1995

Deputy Director

Direct responsibility for planning and oversight of operational areas of the Bureau of Administrative Services. This includes oversight of the agency budget, personnel, provider relations, and payment of services. Oversees the Bureau of Children and Families which is responsible for all field operations including twelve district offices providing child welfare, children in need of services (CHINS) and juvenile justice services, and the Bureau of Residential Services that is responsible for the operations of the Youth Detention facility, a long-term juvenile detention facility, the Youth Services Unit, a short-term, pre-adjudication unit, and the Tobey School, a state operated residential facility for seriously emotionally disturbed children and youth. Serve as a liaison to various local, state, and federal agencies relative to child welfare, juvenile justice, and children's mental health services.

State of New Hampshire
Department of Health and Human Services
Division of Mental Health and Developmental Services
105 Pleasant Street
Concord, NH 03301

February 1993 - July 1994

Administrator of Children's Mental Health Services

Coordinate planning efforts for development of Community Mental Health Services and programs for children and adolescents; directed contract negotiations with provider agencies; developed and directed initiatives to recommend and implement policies and standards for the enhancement of community-based services and supports for children and their families; provided technical assistance to mental health organizations to resolve operational problems in the care and training of families and child/adolescent consumers; serve as a liaison to various local, state, and federal agencies relative to children's mental health services.

State of New Hampshire
Department of Health and Human Services
Division of Mental Health and Developmental Services
105 Pleasant Street
Concord, NH 03301

March 1990 - July 1994

Director of New Hampshire - Child and Adolescent Service System Project

Director of a statewide systems change project funded by the National Institute of Mental Health. Responsible for writing and acquiring two consecutive three-year statewide development grants to enhance children's mental health services in New Hampshire. The project involved coordinating state-level interagency planning teams, facilitating a systems change process with state and local interagency planning teams, coordinating parent support effort, minority outreach and training initiatives, and instituting new services delivery for children and adolescents who have a serious emotional disturbance.

State of New Hampshire
Department of Health and Human Services
Division of Mental Health and Developmental Services
105 Pleasant Street
Concord, NH 03301

March 1989 - March 1990

Program Planning and Review Specialist

Mental Health Program Administrator for statewide community mental health services. Regional responsibility for The Mental Health Center of Greater Manchester and Center for Life Management, Salem, NH community mental health services, shelters for homeless, and the Consumer Support Program (CSP) Consumer Demonstration Grant. Administer, manage, and monitor federal and state grants; oversee development and implementation of all program services. Clinical Consultant, Child and Adolescent Service System Project, a statewide capacity building project for the development of a statewide comprehensive system of care for seriously emotionally disturbed children and youth.

River Valley Counseling Center, Inc.
Chicopee Adolescent Program
Chicopee, Massachusetts

May 1978 - February 1989

Director, Child/Adolescent Outpatient Mental Health Services

Administrative:

Responsible for development and implementation of all program services, including individual, group, and family therapy, Adventure-Based Treatment Program, Home Supports, Outreach Program, Community Agency Consultation, Court Advocacy, Supervision of fourteen staff. Developed, negotiated, and maintained contract services with the Massachusetts Department of Public Health, Department of Mental Health, Department of Social Services, Department of Youth Services, Chicopee Community Development, Pioneer Valley United Way, and the United Way of Holyoke, Granby, and South Hadley. Developed, negotiated, and monitored contract services with seven area community school systems. Responsible for an \$850,000 Program budget. Co-developed and co-founded the Holyoke Teen Clinic in partnership with Holyoke pediatrics Association, Holyoke Health Clinic, and Providence Hospital Alcohol and Substance Abuse Treatment Services, a comprehensive school-based health clinic serving senior and junior high-school students and their families. Formed partnerships with area human service networks. Provided in-service training workshops to local schools and community agencies. Developed and

implemented mental health and substance abuse treatment services on site at the Westover Job Corps Healthcare Facility in Chicopee, Mass. The Westover Job Corps serves a large multicultural population from throughout the greater Northeast.

Clinical:

Provide individual, group, and family therapy to low and moderate-income families. Focus on substance abuse, family systems, and general child/adolescent mental health services. Developed and co-lead Adventure-based treatment groups with adolescents who have serious emotional disturbances, developmental delays and /or special medical needs. Provided clinical supervision to nine therapists. Provided clinical consultation to Holyoke Girls Club/Boys Club; Holyoke High School Teen Clinic, Inc.; Chicopee District Court, Holyoke District Court, and the Department of Social Services, Holyoke District Office; facilitated staff case disposition, in-service training and utilization review of children's mental health cases.

Hartford Neighborhood Centers

Mitchell House
Hartford, Connecticut

September 1974 - May 1975

Youth Counselor

Full-time undergraduate student internship. Developed and implemented human service programs for inner-city Hispanic and African-American youth. Provided counseling, therapeutic recreation, advocacy, and crisis intervention services. Served as a member of City-Wide Youth Board. Provided staff support to other Center programs serving pre-schoolers, school-aged youth and elderly.

Springfield Girls Club/Family Center
Springfield, Massachusetts

September 1973 - May 1974

Child Care Worker

Provided a multi-cultural after school recreational program for preschoolers.

EDUCATION

Master of Social Work

University of Connecticut
School of Social Work
West Hartford, Connecticut

Degree conferred, May 1985
Concentration in Public Policy and Administration-Minor in Group Work

Bachelor of Science, Cum Laude

Springfield College
Springfield, Massachusetts

Degree conferred, May 1985
Concentration in Community, Leadership and Organizational Development

Primary Focus on Human Services Administration

TEACHING EXPERIENCE

Dartmouth College Medical School
Department of Psychiatry
Dartmouth-Hitchcock Medical Center
Lebanon, New Hampshire
Adjunct Faculty

January 2001 - Dec 2005

Springfield College
School of Human Services
Manchester, New Hampshire
Adjunct Faculty

May 1999 - August 2005

New Hampshire Public Manager Program
NH Division of Personnel
Bureau of Education and Training

Professional Mentor for a middle management employee

December 1997 - December 1999

University of New Hampshire
School of Health and Human Services
Department of Social Work
Adjunct Faculty

September 1996 - 1999

PROFESSIONAL ASSOCIATIONS

Brain Injury Association of NH - Employment Advisory Committee September 2015 - 2016

Governor's Interagency Council on Homelessness (ICH) Employment Workgroup
February 2015 - Present

Center on Aging and Community Living Advisory Board September 2014 - Present

Legislative Task Force on Work and Family, Governor Appointment September 2014 - Present

NH Center for Non-profits Policy and Leadership Task Force May 2014 - Present

New Hampshire State Rehabilitation Advisory Council, Governor Appointment February 2014 - Present
Chair Oct. 2016 - Present

National Advisory Committee, *Positioning Public Child Welfare Initiative: Strengthening Families For the 21st Century*, this initiative is co-sponsored by the National Association of Public Child Welfare Administrators (NAPCWA) and Casey Family Programs February 2008 - 2009

New Hampshire State Mental Health Council January 2006 - 2011

New Hampshire Children's Behavioral Health Collaborative, Member Leadership Committee 2010 - Present

August 2013

New Hampshire Interagency Coordinating Council for Women Offenders January 2006 – December 2013

National Association of State Mental Policy Directors (NASMHPD) January 2006- December 2013
NASMHPD representative to the Children's Mental Health Subcommittee
Chair, NASMHPD President's Task Force on Returning Veteran's
Board Member Member-at-Large 2011-2013
Board Member NASMHPD Research Institute, Inc. (NRI) 2011-Present
NASMHPD Research Institute, Inc. (NRI), Board Vice-President 2011-2013
NASMHPD Representative to the 27th Annual Rosalyn Carter Symposium on Mental Health Policy, "Building Bridges and Support for Children Exposed to Domestic Violence, Child Welfare and Juvenile Justice", Atlanta, Georgia, Oct. 26 and 27, 2011.
NASMHPD Board Vice-President 2012 - 2013

National Association of Public Child Welfare Administrators (NAPCWA), an Affiliate of the American Public Human Services Association
SMHRCY Representative to Children's Mental Health Subcommittee and
NAPCWA Executive Committee, 1991 - 1994
NH State Child Welfare Representative, 1995- Present
NAPCWA Executive Committee, Member-at-Large, Vice-President, January 2002- Dec 2004
NAPCWA State Representative to the APHSA -sponsored re-writes of the Interstate Compact for The Placement of Children, Dec. 2004 – Nov. 2005
NAPCWA President, January 2005 – January 2006

New England Association of Child Welfare Commissioners and Directors
Judge Baker Children's Center, Boston, Mass.
Committee Member, 1995 – January 2006
Vice-President, 2001- January 2006

NH Chapter of the National Association of Social Workers September 1999 - 2003.
25 Walker Street
Concord, New Hampshire
State Advisory Board - Member - at-large

University of New Hampshire
School of Health and Human Services
Department of Social Work September 1998 – September 2002
Community Advisory Board Member

National Technical Assistance Center for Children's Mental Health 1995 - 1998
Georgetown University Child Development Center
Advisory Committee Member

State Mental Health Representative for Children and Youth (SMHRCY)
NH State Representative, 1989 - 1994
Executive Committee, 1992 - 1994

Community 2000: Pioneer Valley United Way
Member, Substance Abuse Subcommittee
Children and Adolescents Subcommittee, 1988 - 1989

Western MA. AIDS Service Providers Coalition, 1987 - 1989

Massachusetts Council for Children, 1988 - 1989

Board of Directors-Regional Member, Holyoke, MA

Massachusetts Association of Substance Abuse Service Providers (MASASP)

Member of Statewide Board of Directors, 1985 - 1987

CIVIC ASSOCIATIONS

Upper Valley/Lake Sunapee Regional Planning Commission, Commissioner Representative for the Town
of New London appointed by Town Board of Selectmen 2012 - 2016
Vice Chair of the Commission, Serve on the Executive Committee 2014 - 2016

New London Zoning Board of Adjustments, appointed by the Town Board of Selectman
2013- 2014

At Home New Hampshire, helping seniors 'age in place' in New London, Newbury, Springfield,
Sunapee, Sutton and Wilmot, Board of Directors. 2012 - 2014

Member of Saint Andrew's Episcopal Church, New London, NH
Appointed to the Vestry, January 2014 -2017

New London, Board of Selectmen Elected, May 2014- Present
Chair, May 2015 -2016
Board Representative to the Budget Committee 2014-2017

New Hampshire Municipal Association, Board of Directors 2015 - Present

Awards

Awarded the "New Hampshire National Guard Distinguished Service Medal" for providing
leadership while at the Department of Health and Human Services for developing services,
supports and special military / civilian partnerships for the purposes of better meeting the needs
of New Hampshire service members both active duty, deployed and reserves, their families,
and veterans. Presented by William N. Reddel III, Major General, New Hampshire National
Guard, The Adjutant General and Governor Margaret Wood Hassan, 20 November 2014.

Awarded the "Commander's Award for Civilian Service" for organizing and implementing

'Operation Welcome Home' a military / civilian partnership to support hundreds of New Hampshire Guard service members returning from Iraq and Afghanistan. Presented by Kenneth Clark, Major General, New Hampshire National Guard, The Adjutant General, 24 May 2005.

Awarded the "*Commissioner's Award*" which recognizes those who, through their hard work and dedication, have made outstanding contributions toward the prevention, intervention, and treatment of child abuse and neglect. Individuals who receive this award have demonstrated a strong personal commitment to ensuring the safety and well being of children and to supporting and strengthening our nation's families. Presented at the 2005 15th National Conference on Child Abuse and Neglect, by Joan E. Ohl, Commissioner, Children's Bureau, Administration for Children, Youth and Families, U.S. Department of Health and Human Services, Washington, D.C., 21 April 2005.

Tha M. Sharby, PHR

555 Auburn Street

Manchester, NH 03103

555 Auburn Street

Manchester, NH 03103

Human Resources Professional with multi-state experience working as a strategic partner in all aspects of Human Resources Management.

Areas of expertise include:

- Strong analytical and organizational skills
- Ability to manage multiple tasks simultaneously
- Employment Law and Regulation Compliance
- Strategic management, mergers and acquisitions
- Problem solving and complaint resolution
- Policy development and implementation
- Compensation and benefits administration

PROFESSIONAL EXPERIENCE

Chief Human Resources Officer 2011-Present

Senior Vice President Human Resources

East Seal, NH, VT, NY, ME, RI, Harbor Schools & Forum Center

1998-2012

Reporting directly to the President with total human resources and administration.

Responsible for employee relations, recruitment and retention, compensation, benefits, risk management, health and safety, staff development for over 2100 employees in a state not-for-profit organization. Developed and implemented human resources policies to meet all organizational, state and federal requirements. Research and implemented an organizational wide benefits plan that is supportive of on-boarding and retention needs.

Developed and implemented a due diligence research and analysis system for assessing merger and acquisition opportunities. Partnered with senior staff team in preparation of strategic planning initiatives.

Member of the organizations Compliance Committee, Wellness Committee and Risk Management Committee. Attended various board meetings as part of the senior management team, and sit on the investment committee of the Board of Directors for East Seal, NH, Inc.

Human Resources Director

Moore Center Services, Inc., Manchester, NH

1986-1998

Held progressively responsible positions in this not-for-profit organization of 450 employees. Responsible for the development and administration of all Human Resources

activities. Implemented key regulatory compliance programs and developed innovative employee relations initiatives in a rapidly changing business environment. Lead the expansion of the Human Resources department from basic benefit administration to becoming a key advisor to the senior management.

Key responsibilities included benefit design, implementation and administration; workers compensation administration; wage and salary administration; new employee orientation and training; policy development and communication; retirement plan administration; budgetary development; and recruitment.

EDUCATION

Bachelor of Science Degree, Keene State College, 1986
Minor in Human Resources and Safety Management
MS Organizational Leadership, Southern NH University (in process)

ORGANIZATIONS

Manchester Area Human Resource Association
Diversity Chair 2010
Society for Human Resource Management
BLA Human Resources
Health Care & Workforce Development Committee 2009, 2010

JOSEPH T. EMMONS

Easterseals, NH • 555 Auburn Street • Manchester, NH 03103 • (603) 621-3570 • jtemmons@eastersealsnh.org

WORK EXPERIENCE

Easterseals NH

Sr. Vice President of Development

Sept. 2017 - present

Manage day to day operations of Easterseals Development and Communications office (14 person staff in NH, ME and VT)

- Analyze information compiled by Development Coordinators and Managers regarding current donors and prospects to identify major gift prospects and extend the number of targeted prospects by making personal visits.
- Assist other staff and volunteers in developing strategy and contacts for those donors and prospects for which others may have a primary contact.
- Work with the Accounting Department to develop a comprehensive gift policy and procedure guideline.
- Work with Board to enhance relationships and create greater fundraising and outreach possibilities.
- Hiring and supervision of grant development and events staff.
- Develop and manage budgets relating to special events and grants as well as oversee cash management at the events.
- Develop long-term strategies for cultivation of new donors.
- Assist in strategic departmental planning in conjunction with the Vice President of Development and the development staff.
- Plan, implement, promote and evaluate assigned public relations, events or activities and other fundraising vehicles conducted by and for the Agency.
- Manage all aspects of special events, including recruitment, retention, and logistics.
- Organize, coordinate and supervise volunteers at special events.
- Oversee database manager, who is responsible for the creation and management of potential participants and companies for events and provide reports as required.
- Work with and coordinate the activities of the National and Regional Corporate Sponsors to maintain a friendly and cooperative relationship; acquaint them with Easterseals' programs and services and advise and assist them in their fundraising activities.

Senior Director of Development

Nov. 2014 – Sept. 2017

Manage day-to-day operations of annual giving (4 staff members) and advancement services (6 staff members) for Saint Anselm College.

- Work with chapter members to enhance relationships and create greater fundraising and outreach possibilities.
- Develop and manage budgets relating to special events as well as oversee cash management at the events.
- Develop long-term strategies for cultivation of new donors.
- Assist in strategic departmental planning in conjunction with the Vice President of Development and the development staff.
- Plan, implement, promote and evaluate assigned public relations, events or activities and other fundraising vehicles conducted by and for the Agency.
- Manage all aspects of special events, including recruitment, retention, logistics and new program development.
- Organize, coordinate and supervise volunteers at special events.
- Create and manage database of potential participants and companies for events and provide reports as required.

Saint Anselm College, Manchester, NH

Executive Director, Development and Advancement Services

Oct. 2013 – Nov. 2014

Manage day to day operations of annual giving (4 staff members) and advancement services (6 staff members) for Saint Anselm College.

- Supervision of annual giving, stewardship, research and advancement services teams in College Advancement.
- Oversee and implement all direct mail, e-mail and social media communication – including content, segmentation, timing, etc. – resulting in a 3.7 million dollars raised in annual giving for fiscal year 2014.
- Manage all gift entry and database coordination.
- Supervise campaign communications and stewardship programs - developing a stewardship plan resulting in 95% of donors receiving donor stewardship packages.
- Act as liaison between College Advancement and Athletics resulting in increased athletic participation and dollars raised each of the last 3 years.
- Provide and report on fundraising financials to Trustees.

Director, Annual-Giving

Manage \$3 million annual giving program for Saint Anselm College

December 2010 - October 2013

- Supervision of five person annual giving staff
- Engage and personally solicit annual fund gifts from 100 - 120 alumni yearly ranging from \$1,000 to \$10,000
- Established new reunion giving program and young alumni giving program
- Increased alumni participation from 17% in 2010 to 21% projected in 2013
- Create and implement annual appeal schedule and mailings

Associate Director, Annual Giving

Support; implement and enhance the Saint Anselm Fund

July 2009 - December 2010

- Engage and personally solicit annual fund gifts from 100 - 120 alumni yearly
- Create annual fund marketing pieces and solicitation letters for fundraising purposes
- Manage and support Reunion Giving programs for 4-5 classes yearly
- Support Office of Alumni Relations at college programs and events

Assistant Director, Annual Giving/ Director, Saint Anselm Phone-a-thon

June 2005 - June 2009

Support and enhance the Saint Anselm Fund as well as being responsible for all day-to-day activities of Saint Anselm College Phone-a-thon program

- Lead and facilitated Senior Class Gift Program, increasing student participation three consecutive years
- Manage and supervised staff of 60-65 students in requesting donations from all college alumni
- Implemented a new training program for all callers resulting in higher overall alumni participation
- Assisted the Manager of Advancement Services in creating a new database to streamline the input and updating of alumni records
- Increased dollars raised by the phone-a-thon from \$95,000 to \$170,000

Assistant Director, Alumni Relations

September 2004 - June 2005

Work with Vice President of Alumni Relations in planning, implementation and follow-up on all college events

- Created and designed invitations and brochures for college alumni events
- Recruited and managed volunteers to work various college events including Reunion Weekend, Homecoming, and others
- Effectively responded to and communicated with alumni regarding general alumni inquiries

SnapDragon Associates, Bedford, NH

Recruiter

April 2004 - September 2004

Worked with the President and Vice President of company in all day-to-day activities of the company

- Contacted possible clients (businesses) to provide recruiting services resulting in 2-3 new leads per week
- Searched for, contacted and interviewed top quality professionals for client positions

EDUCATION

Masters in Business Administration

Southern New Hampshire University, Manchester, NH

January 2008

Bachelor of Arts in Business

Saint Anselm College, Manchester, NH

May 2004

OTHER RELATED EXPERIENCE

Moore Center Services Development Board

Diocesan School Board - New Hampshire

Goffstown Junior Baseball Board

Sept. 2010 - Sept. 2016

June 2014 - present

January 2016 - present

CHERYL A. WILKIE, Psy.D., MLADC

Phone: 603-622-4207

Cell phone: 603-496-6674

cwilkie@eastersealsnh.org

EMPLOYMENT HISTORY

Easter Seals New Hampshire, Inc./Farnum Center 2008-present
Senior Vice President of Substance Abuse Services

Recruited to redesign and manage a struggling residential and outpatient treatment facility and improve operations and building construction.

- Currently remodeling a 25,000 square foot commercial building.
- Project Manager on building licensed treatment facilities in charge of supervising contractors and subcontractors.
- Currently managing 10 million dollar budgets.
- Effective communication skills resulting in ongoing client connections.
- Conducts safety inspections daily throughout treatment facilities.
- Supervises a staff of 100 that including doctors, nurses and management.
- Identify a development needs for all staff (clinical and resident instructors) and provide training.
- Design evidence based programming for all modalities.
- Develop grant proposals and other funding opportunities in collaboration with staff.
- Coordinates and facilitates treatment team meetings.
- Opened 5 additional intensive outpatient programs.
- Assure program compliance with applicable Federal and State laws and regulations.
- Administrative and fiscal records using EMR software.
- Attend community meetings to support substance abuse programming throughout the New England area.

Southern New Hampshire Services

Pre-Placement Program, Manchester, N.H. 2003-2008

Director of a drug and alcohol treatment program for offenders in the criminal justice system.

- Supervision of all staff.
- Administration of all Community Corrections Programs.
- Provided individual and group counseling to clients waiting to enter intensive outpatient or residential programs.
- Made recommendations to Superior and District Courts regarding offender's treatment and sentencing.

Merrimack County Attorney's Office, Concord, N.H.

1998-2003

Clinical Director/Masters Licensed Drug and Alcohol Counselor (MLADC)

- Provide chemical dependency evaluations for clients involved in the criminal justice system through the Pre-Trial Services, Diversion and FAST Programs.
- Make recommendations to Superior and District Courts regarding offender's treatment and sentencing.
- Provide training to all staff involving drug and alcohol and mental health issues.

Southern New Hampshire Services

Manchester Academy Program, Manchester, N.H.

1998-2003

Clinical Director of a community based alternative sentencing program for adult offenders.

- Provided substance abuse evaluations to the Court system.
- Made recommendations to Superior and District Courts regarding offender's treatment and sentencing.
- Case management of offenders.

Promoted to Director of the Manchester Academy Program

2003-2008

- Supervision of all staff.
- Maintained administrative and fiscal records.
- Reporting and data compliance for the NH Department of Corrections.

Manchester Academy Program, Manchester, N.H.

1998-2003

Clinical Director of a community based alternative sentencing program for adult offenders.

- Provided substance abuse evaluations to the Court system.
- Made recommendations to Superior and District Courts regarding offender's treatment and sentencing.
- Case management of offenders.

Promoted to Director of the Manchester Academy Program

2003-2008

- Supervision of all staff.
- Maintained administrative and fiscal records.
- Reporting and data compliance for the NH Department of Corrections.

Odyssey Family Center, Canterbury, N.H.

1993-1998

Supervisor at a long-term drug and alcohol treatment program for pregnant and post partum women.

- Supervised direct care staff.
- Provided drug and alcohol treatment services, individual and group counseling.
- Provided intake evaluations and to case load management.
- Coordinated outreach screening and continuing care services for clients and their children.
- Maintained administrative and fiscal records.

N.H. Department of Corrections, Probation/Parole Field Services

1991-1992

- Set up and co-facilitated counseling support groups for women being paroled to their home communities.
- Counseled women with drug and alcohol issues, parenting issues, financial problems, and domestic violence and sexual abuse issues.
- Made referrals to diverse support groups and worked with women in developing strategies for staying out of the criminal justice system.

N.H. State Prison for Women, Goffstown, N.H.

1987-1993

Internship through Springfield College

- Provided individual counseling and group therapy as a drug and alcohol counselor.
- Performed crisis intervention within the prison system.
- Provided transitional support for women returning to their home communities.

EDUCATION

Psy.D., Forensic Psychology, Eisner Institute, 2009.

Double Masters Degree, Psychology/Human Services Administration, Springfield College, 1998

Bachelor of Science Degree in Criminal Justice, Springfield College, 1994

LICENSE AND CERTIFICATION

Master Licensed Alcohol and Drug Counselor (MLADC), license #0398, expiration 2/2017
Clinically certified by the Department of Transportation to perform evaluations (SAP)

CHRISTINE WEBER, LADC

Licensed Alcohol and Drug Abuse Counselor. License #814 since 2010.

EDUCATION:

- Associate Degree in Science in Addiction Counseling. New Hampshire Technical Institute, Concord, New Hampshire.
- Bachelor of Science in Psychology. University of New Hampshire.

AFFILIATIONS:

- 2008-2010 NHADACA Chair of Professional Development Committee
- 2011-2012 NH Center for Excellence Clinical Supervision Collaborative
- Greater Manchester Substance Abuse Collaborative
- NIATX Collaborative
- Concord Hospital Intern; Behavioral Health/Substance Abuse Services.
- Adult Drug Court Planning Initiative
- NH Military Alcohol & Drug Committee

WORK EXPERIENCE:

Serenity Place Crisis Center, Manchester New Hampshire:
Crisis Site Technician: February 2006 to April 2007. Detoxification
Substance Abuse Counselor: April 2007 to November 2008.

R.E.A.P (Resources for Evaluating Alcohol Problems), Manchester New Hampshire:
DWI Aftercare Facilitator: May 2011 to September 2011.

Easter Seals Farnum Center, Manchester New Hampshire:
Residential Substance Abuse Counselor: November 2008 to February 2012.
Outpatient Substance Abuse Counselor: February 2012 to July 2012.

Program Coordinator Concord Office: July 2012 to February 2013

Outpatient Program Coordinator Manchester: February 2013 to June 2013.
Other areas of focus: AFR and WITS/VMS Administrator, Domestic Violence

Practice Manager: June 2013 to present

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name:

Easter Seals NH, Inc.

Name of Program/Service:

Manchester Alcoholism Rehabilitation Center

BUDGET PERIOD:			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Larry Gammon, President & CEO	\$367,107	0.00%	\$0.00
Ellin Treanor, CFO	\$244,800	0.00%	\$0.00
Nancy Rollins, COO	\$117,000	0.00%	\$0.00
Tina Sharby, CHRO	\$145,658	0.00%	\$0.00
Joseph Emmons, SVP, Development	\$120,000	0.00%	\$0.00
Cheryl Wilkie, SVP, Substance Abuse Services	\$175,000	25.00%	\$43,750.00
Christine Weber, VP, Operations Farmum Center	\$103,000	43.00%	\$44,290.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total Salary/Wages Line Item 1 of Budget request)	\$0	0.00%	\$88,040.00

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel MUST be listed even if no salary is paid from the contract. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

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

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June 6, 2019

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

REQUESTED ACTION

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

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

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

Summary of contracted amounts by Vendor:

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

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

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

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

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

Please see attached financial details.

EXPLANATION

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

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

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

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

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

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

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

Area served: Statewide.

Source of Funds: 70.76% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number T1010035-14, Substance Abuse and Mental Health Services Administration State Opioid Response Grant, CFDA #93.788, and 10.56% General Funds and 18.69% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

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

Respectfully submitted,



Jeffrey A. Meyers

Commissioner

Attachment A
Financial Details

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

Community Council
of Nashua-Gr
Nashua Comm
Mental Health Vendor Code: 154112-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	PO1062962 Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$48,857	(\$39,236)	\$9,621
2020	102-500734	Contracts for Prog Svc		\$3,209	\$3,209
2021	102-500734	Contracts for Prog Svc		\$963	\$963
Sub-total			\$48,857	(\$35,064)	\$13,793

Dismas Home of NH Vendor Code: 290061-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	PO1062978 Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$72,381	(\$24,946)	\$47,435
2020	102-500734	Contracts for Prog Svc		\$25,870	\$25,870
2021	102-500734	Contracts for Prog Svc		\$6,417	\$6,417
Sub-total			\$72,381	\$7,141	\$79,522

Easter Seals of NH
Manchester
Alcoholism Rehab
Ctr/Farnum Vendor Code: 177204-8005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	PO1062980 Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$337,288	\$0	\$337,288
2020	102-500734	Contracts for Prog Svc		\$483,229	\$483,229
2021	102-500734	Contracts for Prog Svc		\$120,968	\$120,968
Sub-total			\$337,288	\$604,197	\$941,485

FIT/HHH Vendor Code: 157730-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	PO1063556 Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$194,759	\$0	\$194,759
2020	102-500734	Contracts for Prog Svc		\$251,712	\$251,712
2021	102-500734	Contracts for Prog Svc		\$62,890	\$62,890
Sub-total			\$194,759	\$314,602	\$509,361

Attachment A
Financial Details

Grafton County Vendor Code: 177397-8003

PO1062977

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

Greater Nashua Council on Alcoholism

Vendor Code: 186574-8001

PO1063242

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$188,372	\$0	\$188,372
2020	102-500734	Contracts for Prog Svc		\$84,495	\$84,495
2021	102-500734	Contracts for Prog Svc		\$0	\$0
Sub-total			\$188,372	\$84,495	\$272,867

Headrest, Inc

Vendor Code: 175226-8001

PO1062979

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

Hope on Haven Hill

Vendor Code: 275119-8001

PO1063243

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

Attachment A
Financial Details

North Country
Health Consortium Vendor Code: 156557-8001

PO1062986

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

Phoenix Houses of
New England, Inc. Vendor Code: 177589-8001

PO1062985

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

Seacoast Youth
Services Vendor Code: 203944-8001

PO1062984

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

Southeastern NH
Alcohol and Drug
Services Vendor Code 155292-8001

PO1062989

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

Attachment A
Financial Details

West Central
Services Vendor Code: 177854-B001

PO1062968

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$17,942	(\$14,857)	\$3,085
2020	102-500734	Contracts for Prog Svc		\$3,209	\$3,209
2021	102-500734	Contracts for Prog Svc		\$802	\$802
Sub-total			\$17,942	(\$10,846)	\$7,096
Total Gov. Comm			\$1,419,880	\$1,484,845	\$2,884,105

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES; HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (66% Federal Funds, 34% General Funds FAIM TR10033 CFDA 93.959)

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

PO1062962

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

Dismas Home of NH Vendor Code:290061-B001

PO1062978

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$187,819	(\$135,054)	\$32,565
2020	102-500734	Contracts for Prog Svc		\$54,330	\$54,330
2021	102-500734	Contracts for Prog Svc		\$13,583	\$13,583
Sub-total			\$187,819	(\$67,141)	\$100,478

Attachment A
Financial Details

Easter Seals of NH
Manchester
Alcoholism Rehab
Cv/Famum

Vendor Code: 177204-B005

PO1062980

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$781,083	\$397,829	\$1,178,712
2020	102-500734	Contracts for Prog Svc		\$1,022,771	\$1,022,771
2021	102-500734	Contracts for Prog Svc		\$256,032	\$256,032
Sub-total			\$781,083	\$1,676,432	\$2,457,515

FIT/HHH

Vendor Code: 157730-B001

PO1063556

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

Grafton County

Vendor Code: 177397-B003

PO1062977

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

Greater Nashua
Council on
Alcoholism

Vendor Code: 166574-B001

PO1063242

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

Headrest, Inc

Vendor Code: 175226-B001

PO1062979

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

Attachment A
Financial Details

Hope on Haven HQ Vendor Code: 275119-8001

PO1063243

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$194,806	(\$135,373)	\$59,233
2020	102-500734	Contracts for Prog Svc		\$66,555	\$66,555
2021	102-500734	Contracts for Prog Svc		\$16,978	\$16,978
Sub-total			\$194,806	(\$51,840)	\$142,766

North Country Health Consortium Vendor Code: 158557-8001

PO1062986

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$200,728	\$80,594	\$281,322
2020	102-500734	Contracts for Prog Svc		\$247,682	\$247,682
2021	102-500734	Contracts for Prog Svc		\$81,801	\$81,801
Sub-total			\$200,728	\$390,277	\$591,005

Phoenix Houses of New England, Inc. Vendor Code: 177589-8001

PO1062985

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$162,875	\$84,079	\$246,754
2020	102-500734	Contracts for Prog Svc		\$214,605	\$214,605
2021	102-500734	Contracts for Prog Svc		\$53,851	\$53,851
Sub-total			\$162,875	\$352,335	\$515,010

Attachment A
Financial Details

Seacoast Youth
Services

Vendor Code: 203944-B001

PO1062964

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

Southeastern NH
Alcohol and Drug
Services

Vendor Code 155292-B001

PO1062969

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$411,741	(\$203,150)	\$208,591
2020	102-500734	Contracts for Prog Svc		\$255,353	\$255,353
2021	102-500734	Contracts for Prog Svc		\$63,836	\$63,836
Sub-total			\$411,741	\$116,041	\$527,782

West Central
Services

Vendor Code: 177654-B001

PO1062966

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog. Svc	\$41,548	(\$40,633)	\$915
2020	102-500734	Contracts for Prog Svc		\$6,791	\$6,791
2021	102-500734	Contracts for Prog Svc		\$1,696	\$1,696
Sub-total			\$41,548	(\$32,144)	\$9,404
Total Clinical Svc			\$3,287,392	\$3,253,283	\$6,540,663

Attachment A
Financial Details

05-85-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% Federal Funds, FAIN H79T1061685 CFDA 93.758)

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

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

Dixmas Home of NH Vendor Code: TBD

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

Easter Seals of NH
Manchester
Alcoholism Rehab
CofFarnum Vendor Code: 177204-B005

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

Attachment A
Financial Details

FIT/NHNH Vendor Code: 157730-B001

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

Grafton County Vendor Code: 177397-B003

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

Greater Nashua Council on Alcoholism Vendor Code: 186574-B001

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

Headresi, Inc Vendor Code: 175226-B001

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

Attachment A
Financial Details

Hope on Haven Hill Vendor Code: 275119-8001

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

North Country Health Consortium Vendor Code: 158557-8001

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

Phoenix Houses of New England, Inc. Vendor Code: 177589-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$584,800	(\$146,600)	\$438,000
2020	102-500734	Contracts for Prog Svc	\$0	\$751,000	\$751,000
2021	102-500734	Contracts for Prog Svc	\$0	\$25,000	\$25,000
Sub-total			\$584,800	\$629,400	\$1,214,000

Seacoast Youth Services Vendor Code: 203944-8001

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

Attachment A
Financial Details

Southeastern NH
Alcohol and Drug
Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$379,800	(\$14,600)	\$365,000
2020	102-500734	Contracts for Prog Svc	\$0	\$625,000	\$625,000
2021	102-500734	Contracts for Prog Svc	\$0	\$25,000	\$25,000
Sub-total			\$379,800	\$635,400	\$1,015,000

West Central
Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2020	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2021	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0
Total SOR Grant			\$3,571,186	\$3,194,799	\$6,725,912
Grand Total All			\$8,276,096	\$7,672,654	\$16,150,662

Attachment A
Financial Details

Grand Total by Vendor			2019	2019	2020	2021
PO	Vendors		Current Price Limitation	Increase/Decrease	Increase/Decrease	Increase/Decrease
PQ1062982	Community Council of Nashua-Gr Nashua Comm Mental Health	Vendor Code: 154112-8001	\$182,000	(\$152,000)	\$10,000	\$3,000
PQ1062978	Dismas Home of NH	Vendor Code: 290061-8001	\$243,400	(\$148,400)	\$131,000	\$27,000
PQ1062980	Easter Seals of NH Manchester Alcoholism Rehab Ctr/Famum	Vendor Code: 177204-8005	\$2,210,171	\$89,829	\$2,597,800	\$402,000
PQ1063556	FIT/NHMH	Vendor Code: 157730-8001	\$854,031	\$27,825	\$993,326	\$198,000
PQ1062977	Grafton County	Vendor Code: 177397-8003	\$247,000	(\$43,000)	\$231,000	\$58,000
PQ1063242	Greater Nashua Council on Alcoholism	Vendor Code: 166574-8001	\$1,514,899	(\$538,899)	\$401,000	\$0
PQ1062979	Heedrest, Inc	Vendor Code: 175226-8001	\$228,599	\$20,001	\$345,000	\$17,400
PQ1063243	Hope on Haven Hill	Vendor Code: 275119-8001	\$497,041	(\$222,041)	\$400,000	\$50,000
PQ1062986	North Country Health Consortium	Vendor Code: 158557-8001	\$401,808	\$183,394	\$737,000	\$97,000
PQ1062985	Phoenix Houses of New England, Inc.	Vendor Code: 177589-8001	\$817,521	(\$82,521)	\$1,067,000	\$104,000
PQ1062984	Seacoast Youth Services	Vendor Code: 203944-8001	\$73,200	\$0	\$0	\$0
PQ1062989	Southeastern NH Alcohol and Drug Services	Vendor Code: 155292-8001	\$989,140	(\$228,140)	\$1,001,000	\$119,000
PQ1062988	West Central Services	Vendor Code: 177654-8001	\$59,490	(\$55,490)	\$10,000	\$2,500
	Total		\$8,278,098	(\$1,127,442)	\$7,924,126	\$1,075,900



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

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

This 3rd Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #3") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Manchester Alcoholism Rehabilitation Center, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 555 Auburn Street, Manchester, NH 03103.

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

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

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

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
September 30, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$5,299,800.00.
3. Delete Exhibit A, Amendment #2, Scope of Service in its entirety and replace with Exhibit A, Amendment #3, Scope of Services.
4. Delete Exhibit B, Amendment #2, Methods and Conditions Precedent to Payment in its entirety and replace with Exhibit B, Amendment #3 Methods and Conditions Precedent to Payment.



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

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

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

State of New Hampshire
Department of Health and Human Services

6/5/19
Date

[Signature]
Katja S. Fox
Director

Manchester Alcoholism Rehabilitation Center

5/28/19
Date

[Signature]
Name: Elin Treanor
Title: CFO

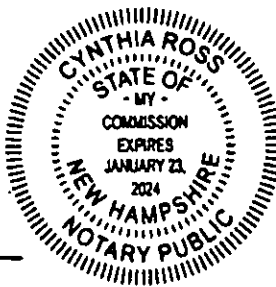
Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on May 28, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

My Commission Expires: _____





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

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

OFFICE OF THE ATTORNEY GENERAL

6/6/19
Date

Lisa M. English
Name: *Lisa M. English*
Title: *Special Attorney*

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



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

Exhibit A, Amendment #3

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.2. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.
- 1.3. The Contractor shall provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

1.4. Standard Compliance

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

1.4.2. State Opioid Response (SOR) Grant Standards

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

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

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

1.4.2.3.1. Methadone.

1.4.2.3.2. Buprenorphine products, including:

1.4.2.3.2.1. Single-entity buprenorphine products.

1.4.2.3.2.2. Buprenorphine/naloxone tablets,

1.4.2.3.2.3. Buprenorphine/naloxone films.

1.4.2.3.2.4. Buprenorphine/naloxone buccal



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preparations.

- 1.4.2.3.3. Long-acting injectable buprenorphine products.
- 1.4.2.3.4. Buprenorphine implants.
- 1.4.2.3.5. Injectable extended-release naltrexone.
- 1.4.2.4. The Contractor shall not provide medical withdrawal management services to any individual supported by SOR Funds, unless the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.
- 1.4.2.5. The Contractor shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.
- 1.4.2.6. The Contractor shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.
- 1.4.2.7. The Contractor shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.
- 1.4.2.8. The Contractor shall coordinate with the NH Ryan White HIV/AIDS program, for clients identified as at risk of or with HIV/AIDS.
- 1.4.2.9. The Contractor shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.
- 1.4.3. The Contractor shall submit a plan for Department approval no later than 30 days from the date of Governor & Executive Council approval that specifies actions to be taken in the event that the Contractor ceases to provide services. The Contractor shall ensure the plan includes, but is not limited to:
 - 1.4.3.1. A transition action plan that ensures clients seamlessly transition to alternative providers with no gap in services.
 - 1.4.3.2. Where and how client records will be transferred to ensure no gaps and services, ensuring the Department is not identified as the entity responsible for client records; and
 - 1.4.3.3. Client notification processes and procedures for 1.5.3.1 and 1.5.3.2.

2. Scope of Services

2.1. Covered Populations

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



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- 2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and
 - 2.1.1.2. Have income below 400% Federal Poverty Level, and
 - 2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and
 - 2.1.1.4. Are determined positive for substance use disorder.
- 2.2. Resiliency and Recovery Oriented Systems of Care
- 2.2.1. The Contractor shall provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (<http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm>).
 - 2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor shall:
 - 2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.
 - 2.2.2.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.
 - 2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network
 - 2.2.2.4. Coordinate client services with the Department's Doorway contractors including, but not limited to:
 - 2.2.2.4.1. Ensuring timely admission of clients to services
 - 2.2.2.4.2. Referring any client receiving room and board payment to the Doorway;
 - 2.2.2.4.3. Coordinating all room and board client data and services with the clients' preferred Doorway to ensure that each room and board client served has a GPRA interview completed at intake, three (3) months, six (6) months, and discharge.
 - 2.2.2.4.4. Referring clients to Doorway services when the Contractor cannot admit a client for services within forty-eight (48) hours; and
 - 2.2.2.4.5. Referring clients to Doorway services at the time of discharge when a client is in need of Hub services
 - 2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.



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

2.3. Substance Use Disorder Treatment Services

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

2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.

2.3.1.4. Partial Hospitalization as defined as ASAM Criteria, Level 2.5. Partial Hospitalization services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities to individuals with substance use and moderate to severe co-occurring mental health disorders, including both behavioral health and medication management (as appropriate) services to address both disorders. Partial Hospitalization is provided to clients for at least 20 hours per week according to an individualized



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treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services.

2.3.1.5. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5. This service provides residential substance use disorder treatment designed to assist individuals who require a more intensive level of service in a structured setting.

2.3.1.6. Residential Withdrawal Management services as defined as ASAM Criteria, Level 3.7-WM a residential service. Withdrawal Management services provide a combination of clinical and/or medical services utilized to stabilize the client while they are undergoing withdrawal.

2.4. Recovery Support Services

2.4.1. Upon approval of the Department, the Contractor shall provide recovery support services that will remove barriers to a client's participation in treatment or recovery, or reduce or remove threats to an individual maintaining participation in treatment and/or recovery.

2.4.2. **The Contractor shall provide recovery support services only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.6 to a client, as follows:**

2.4.2.1. Intensive Case Management

2.4.2.1.1. The Contractor may provide individual or group Intensive Case Management in accordance with SAMHSA TIP 27: Comprehensive Case Management for Substance Abuse Treatment (<https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215>) and which exceed the minimum case management expectations for the level of care.

2.5. Enrolling Clients for Services

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

2.5.2. The Contractor shall complete intake screenings as follows:

2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual (defined as anyone or a provider) within two (2) business days from the



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- date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services. All attempts at contact shall be documented in the client record or call log.
- 2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder. All attempts at contact shall be documented in the client record or call log.
- 2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and
- 2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks. Inquiries about changes in income shall be documented in the client record
- 2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.2 within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.
- 2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.
- 2.5.4. The Contractor shall use the clinical evaluations completed by a Licensed or unlicensed Counselor from a referring agency.
- 2.5.5. If the client does not present with an evaluation completed by a licensed or unlicensed counselor, the Contractor shall, for all services provided, complete a clinical evaluation utilizing CONTINUUM or an alternative method approved by the Department that includes DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor shall complete a clinical evaluation, for each client:
- 2.5.5.1. Prior to admission as a part of interim services or within three (3) business days following admission.
- 2.5.5.2. During treatment only when determined by a Licensed Counselor.
- 2.5.6. The Contractor shall either complete clinical evaluations in Section 2.5.4, above before admission or Level of Care Assessments in Section 2.5.3, above before admission along with a clinical evaluation in Section 2.5.4, above after admission.
- 2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:



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- 2.5.7.1. The client chooses to receive a service with a lower intensity ASAM Level of Care; or
 - 2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.3, in which case the client may choose:
 - 2.5.7.2.1. A service with a lower Intensity ASAM Level of Care;
 - 2.5.7.2.2. A service with the next available higher intensity ASAM Level of Care;
 - 2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.3; or
 - 2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.
 - 2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:
 - 2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48-hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:
 - 2.5.8.1.1. Contact the Doorway of the client's choice to connect the client with substance use disorder treatment services; or
 - 2.5.8.1.2. If the client refuses referral in 2.5.8.1.1., assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance shall include actively reaching out to identify providers on the behalf of the client; and
 - 2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:
 - 2.5.8.1.3.1. At least one 60-minute individual or group outpatient session per week;
 - 2.5.8.1.3.2. Recovery support services as needed by the client;
 - 2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.



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- 2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
- 2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 2.5.8.4. Individuals with substance use and co-occurring mental health disorders.
- 2.5.8.5. Individuals with Opioid Use Disorders.
- 2.5.8.6. Veterans with substance use disorders
- 2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.
- 2.5.8.8. Individuals who require priority admission at the request of the Department.
- 2.5.9. The Contractor shall obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.
- 2.5.10. The Contractor shall obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.
- 2.5.11. The Contractor shall include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:
 - 2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)
 - 2.5.11.2. Probation and parole
 - 2.5.11.3. Doorways
- 2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above except that clients who refuse to consent to information sharing with the Doorways shall not receive services utilizing State Opioid Response (SOR) funding.
- 2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract except that clients who rescind consent to information sharing with the Regional Hub shall not receive any additional services utilizing State Opioid Response (SOR) funding.
- 2.5.14. The Contractor shall not deny services to an adolescent due to:
 - 2.5.14.1. The parent's inability and/or unwillingness to pay the fee;



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

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

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

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

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

2.5.16. The Contractor shall provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal space such as kitchens, group rooms, and recreation may be shared but at separate times.

2.6. Waitlists

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

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

2.6.3. The Contractor shall report to the Department monthly:

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

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

2.7. Assistance with Enrolling in Insurance Programs

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

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

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

2.8. Service Delivery Activities and Requirements



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- 2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.
- 2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:
- 2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.
- 2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and
- 2.8.3. The Contractor shall complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days or three (3) sessions, whichever is longer of the clinical evaluation in Section 2.5.4 above, that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:
- 2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:
- 2.8.3.1.1. Specific, clearly defining what shall be done.
- 2.8.3.1.2. Measurable, including clear criteria for progress and completion.
- 2.8.3.1.3. Attainable, within the individual's ability to achieve.
- 2.8.3.1.4. Realistic, the resources are available to the individual.
- 2.8.3.1.5. Timely, something that needs to be completed within a stated period for completion that is reasonable.
- 2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.
- 2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates shall include:



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- 2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
 - 2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.
 - 2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
 - 2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
 - 2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.
- 2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.
- 2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:
 - 2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
 - 2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
 - 2.8.4.1.3. Medication assisted treatment provider.
 - 2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client,



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- including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.
- 2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization, Doorway, third party insurance or other provider, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.2. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, and the Doorways as applicable and allowable with consent provided pursuant to 42 CFR Part 2. The Contractor shall clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4, above.
- 2.8.5. The Contractor shall complete continuing care, transfer, and discharge plans for all Services in Section 2.3, except for Transitional Living, in Section 2.3.1.1, that address all ASAM (2013) domains; that are in accordance with the requirements in Exhibit A-1 and that:
- 2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.
- 2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:
- 2.8.5.2.1. Continuing Service Criteria, A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or
- 2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or



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- 2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively
- 2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:
- 2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or
- 2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or
- 2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or
- 2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.
- 2.8.5.4. Include clear documentation that explains why continued services/transfer/ or discharge is necessary for Transitional Living.
- 2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:
- 2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center <https://www.samhsa.gov/ebp-resource-center>;



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

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

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

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

2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at <http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS->

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

2.8.7.4. The Requirements in Exhibit A-1.

2.9. Client Education

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

2.9.1.1. Hepatitis C Virus (HCV).

2.9.1.2. Human Immunodeficiency Virus (HIV).

2.9.1.3. Sexually Transmitted Diseases (STD).

2.9.1.4. Tobacco Treatment Tools that include:

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

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

2.10. Tobacco Free Environment

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

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

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

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



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- 2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.
- 2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.
- 2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:
 - 2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.
 - 2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, shall be extinguished and disposed of in appropriate containers.
 - 2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.
 - 2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.
- 2.10.1.7. Prohibit tobacco use in any company vehicle.
- 2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.
- 2.10.2. The Contractor shall post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.
- 2.10.3. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

3. Staffing

- 3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this contract as follows:
 - 3.1.1. At least one licensed supervisor, defined as:
 - 3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC);
 - 3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential; or
 - 3.1.1.3. Licensed mental health provider.
 - 3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served including but not limited to:
 - 3.1.2.1. Licensed counselors defined as MLADCS, LADCs and individuals licensed by the Board of Mental Health Practice or Board of Psychology. Licensed counselors may deliver any clinical or recovery support services within their scope of practice.
 - 3.1.2.2. Unlicensed counselors defined as individuals who have completed the required coursework for licensure by the Board of Alcohol and Other



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- Drug Use Providers, Board of Mental Health Practice or Board of Psychology and are working to accumulate the work experience required for licensure. Unlicensed counselors may deliver any clinical or recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.
- 3.1.2.3. Certified Recovery Support workers (CRSWs) who may deliver intensive case management and other recovery support services within their scope of practice provided that they are under the direct supervision of a licensed supervisor.
 - 3.1.2.4. Uncertified recovery support workers defined as individuals who are working to accumulate the work experience required for certification as a CRSW who may deliver intensive case management and other recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.
- 3.1.3. No licensed supervisor shall supervise more than twelve staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).
- 3.1.4. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1, and evidence based practices, at a minimum:
- 3.1.4.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;
 - 3.1.4.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;
- 3.2. The Contractor shall provide training to staff on:
- 3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;
 - 3.2.2. The 12 core functions;
 - 3.2.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171> and
 - 3.2.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.
- 3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff



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for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.

- 3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.
- 3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.
- 3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor shall have student interns complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.
- 3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.
- 3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders, and state and federal laws, and rules relating to confidentiality
- 3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least annually thereafter on the following:
 - 3.9.1. The contract requirements.
 - 3.9.2. All other relevant policies and procedures provided by the Department.
- 3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

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



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- 4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.
- 4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

5. Web Information Technology

- 5.1. The Contractor shall use the Web Information Technology System (WITS) or an alternative electronic health record approved by the Department to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.
- 5.2. The Contractor shall, before providing services, obtain written informed consent from the client on the consent form provided by the Department.
- 5.2.1. Any client refusing to sign the informed consent in 5.2:
- 5.2.1.1. Shall not be entered into the WITS system; and
- 5.2.1.2. Shall not receive services under this contract.
- 5.2.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.2.4. shall be assisted in finding alternative payers for the required services.
- 5.3. The Contractor agrees to the Information Security Requirements Exhibit K.
- 5.4. The WITS system shall only be used for clients who are in a program that is funded by or under the oversight of the Department.

6. Reporting

- 6.1. The Contractor shall report on the following:
- 6.1.1. National Outcome Measures (NOMs) data in WITS for:
- 6.1.1.1. 100% of all clients at admission
- 6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program
- 6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.
- 6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.
- 6.1.2. Monthly and quarterly contract compliance reporting no later than the 10th day of the month following the reporting month or quarter;



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- 6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:
- 6.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:
- 6.1.3.1.1. Abuse;
 - 6.1.3.1.2. Neglect;
 - 6.1.3.1.3. Exploitation;
 - 6.1.3.1.4. Rights violation;
 - 6.1.3.1.5. Missing person;
 - 6.1.3.1.6. Medical emergency;
 - 6.1.3.1.7. Restraint; or
 - 6.1.3.1.8. Medical error.
- 6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.6. Sentinel events to the Department as follows:
- 6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;
 - 6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:
 - 6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;
 - 6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;
 - 6.1.6.2.3. Location, date, and time of the event;
 - 6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;
 - 6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and
 - 6.1.6.2.6. The identification of any media that had reported the event;



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- 6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at <https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf> to the bureau
 - 6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and
 - 6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and
 - 6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.
- 6.2. For room and board payments associated with Medicaid clients with OUD, the Contractor shall coordinate client data and services with the Doorways to ensure that each client served has a Government Performance and Results Modernization Act (GPRA) interview completed at intake, three (3) months, six (6) months, and discharge.
- 6.3. The Contractor shall coordinate all services delivered to Medicaid clients with OUD for whom the contractor is receiving room and board payments for with the Doorways including, but not limited to accepting referrals and clinical evaluation results for level of care placement directly from the Doorways.

7. Quality Improvement

- 7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:
- 7.1.1. Participation in electronic and in-person client record reviews
 - 7.1.2. Participation in site visits
 - 7.1.3. Participation in training and technical assistance activities as directed by the Department.
- 7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:
- 7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:
 - 7.2.1.1. Monitoring the capacity such as staffing and other resources to consistently and evenly deliver these services; and
 - 7.2.1.2. Monitoring no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.



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8. Maintenance of Fiscal Integrity

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

8.1.1. Days of Cash on Hand:

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

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

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

8.1.2. Current Ratio:

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

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

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

8.1.3. Debt Service Coverage Ratio:

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

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

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

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

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

8.1.4. Net Assets to Total Assets:



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- 8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
- 8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
- 8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
- 8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
- 8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 8.2. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, the Profit and Loss statement for the month and year-to-date for the agency and the Profit and Loss statement for the month and year-to-date for the program being funded with this contract.
- 8.3. In the event that the Contractor does not meet either:
- 8.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
- 8.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then
- 8.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
- 8.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.
- 8.3.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
- 8.3.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 8.4. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.
- 8.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

9. Performance Measures



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

- 9.1. The Contractor shall ensure that 100% of clients receiving room and board payments under this contract that enter care directly through the Contractor who consent to information sharing with the Doorways receive a Hub referral for ongoing care coordination.
- 9.2. The Contractor shall ensure that 100% of clients referred to them by the Doorways who shall be covered by room and board payments under this contract have proper consents in place for transfer of information for the purposes of data collection between the Doorways and the Contractor.

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

- 9.3. The Contractor's contract performance shall be measured as in Section 9.5 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.
- 9.4. For the first year of the contract only, the data, as collected in WITS, shall be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:
 - 9.4.1. Initiation: % of clients accessing services within 14 days of screening;
 - 9.4.2. Engagement: % of clients receiving 3 or more eligible services within 34 days;
 - 9.4.3. Retention: % of clients receiving 6 or more eligible services within 60 days;
 - 9.4.4. Clinically appropriate services: % of clients receiving ASAM level of care within 30 days;
 - 9.4.5. Treatment completion: % of clients completing treatment; and
 - 9.4.6. National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:
 - 9.4.6.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service
 - 9.4.6.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service
 - 9.4.6.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service
 - 9.4.6.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service
 - 9.4.6.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service

10. Contract Compliance Audits



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- 10.1. In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.
- 10.2. The Contractor shall ensure the corrective action plan shall include:
 - 10.2.1. The action(s) that shall be taken to correct each deficiency;
 - 10.2.2. The action(s) that shall be taken to prevent the reoccurrence of each deficiency;
 - 10.2.3. The specific steps and time line for implementing the actions above;
 - 10.2.4. The plan for monitoring to ensure that the actions above are effective; and
 - 10.2.5. How and when the vendor shall report to the Department on progress on implementation and effectiveness.



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Method and Conditions Precedent to Payment

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



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3.4.1.1. If the individual owns a vehicle:

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

3.4.1.2. If the individual does not own a vehicle:

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

4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1, Amendment #2 Service Fee Table, unless otherwise stated. The Contractor agrees:
 - 4.1. The fees for services, excluding Clinical Evaluation, are all-inclusive contract rates to deliver the services and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).
 - 4.2. To bill for Clinical Evaluation services separately from all other per day units of services.
 - 4.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1, Amendment #2 Service Fee Table.
 - 5.1. The Contractor shall:
 - 5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department
 - 5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.
 - 5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.
 - 5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:



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

Exhibit B, Amendment #3

- 5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, Amendment #2 when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1 Amendment #2.
 - 5.2.2. Second: Charge the client according to Exhibit B, Amendment #3, Section 9, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer shall not remit payment for the full amount of the Contract Rate in Exhibit B-1, Amendment #2.
 - 5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 Amendment #2 remains unpaid, after the Contractor charges the client's insurer, if applicable, and the client then the Contractor shall charge the Department the balance, which is the Contract Rate in Exhibit B-1 Amendment #2, Service Fee Table less the amount paid by private insurer and the amount paid by the client, unless the client's copay or deductible is charged to the Department in accordance with 3.3 above.
- 5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Amendment #2 Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Amendment #3, Section 9 Sliding Fee Scale for the client's applicable income level.
 - 5.4. The Contractor shall assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.
 - 5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.
 - 5.6. The Contractor shall provide to clients, upon request, copies of their financial accounts.
 - 5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, Amendment #2.
 - 5.8. In the event of an overpayment, wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Amendment #3, Section 5.7.1 and 5.7.2) exceeds the Contract Rate stated in Exhibit B-1 Amendment #2, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.
 - 5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.
 - 5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.



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

Exhibit B, Amendment #3

6. Additional Billing information for: Room and Board for Medicaid clients with Opioid Use Disorder (OUD) in residential level of care.
 - 6.1. The Contractor shall invoice the Department for Room and Board payments up to \$100/day for Medicaid clients with OUD in residential level of care.
 - 6.2. With the exception of room and board payments for transitional living, the Contractor shall not bill the Department for Room and Board payments in excess of **\$1,900,800**.
 - 6.3. The Contractor shall maintain documentation of the following:
 - 6.3.1. Medicaid ID of the Client;
 - 6.3.2. WITS ID of the Client (if applicable)
 - 6.3.3. Period for which room and board payments cover;
 - 6.3.4. Level of Care for which the client received services for the date range identified in 6.3.3
 - 6.3.5. Amount being billed to the Department for the service
 - 6.4. The Contractor shall submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for room and board in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted in a Department approved manner.
 - 6.5. The Contractor shall ensure that clients receiving services rendered from SOR funds have a documented history of/or current diagnoses of Opioid Use Disorder.
 - 6.6. The Contractor shall coordinate ongoing client care for all clients with documented history of/or current diagnoses of Opioid Use Disorder, receiving services rendered from SOR funds, with Doorways in accordance with 42 CFR Part 2.
7. Additional Billing Information: Intensive Case Management Services:
 - 7.1. The Contractor shall charge in accordance with Section 5 above for intensive case management under this contract only for clients who have been admitted to programs in accordance to Exhibit A, Scope of Services and after billing other public and private insurance.
 - 7.2. The Department will not pay for intensive case management provided to a client prior to admission.
 - 7.3. The Contractor will bill for intensive case management only when the service is authorized by the Department.
8. Sliding Fee Scale
 - 8.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B, Amendment #3, Section 5, above.



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

Exhibit B, Amendment #3

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

Percentage of Client's Income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

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

9. Submitting Charges for Payment

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

- 9.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client
- 9.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.
- 9.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.
- 9.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.
- 9.1.5. Submit separate batches for each billing month.

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

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



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

Exhibit B, Amendment #3

- 9.4. The Contractor shall only bill room and board for SUD clients with Opioid Use Disorder that are Medicaid coded for residential services.
10. Funds in this contract may not be used to replace funding for a program already funded from another source.
11. The Contractor shall keep detailed records of their activities related to Department-funded programs and services.
12. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
13. The Contractor shall submit final invoices to the Department no later than forty-five (45) days after the contract completion date.
14. The Contractor shall ensure any adjustments to a prior invoices are submitted with the original invoice, adjusted invoice and supporting documentation to justify the adjustment.
15. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds
- 15.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
- 15.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
- 15.2.1. Make cash payments to intended recipients of substance abuse services.
- 15.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
- 15.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- 15.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.
- 15.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65



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

Exhibit B, Amendment #3

and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

NOV 21 '18 PM 2:26 DAS
STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

BUREAU OF DRUG AND ALCOHOL SERVICES

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6138
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

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November 14, 2018

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

REQUESTED ACTION

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

Summary of contracted amounts by Vendor:

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

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

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

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN T1010035 CFDA 93.959)

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

Please see attached financial details.

EXPLANATION

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

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

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

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

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

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

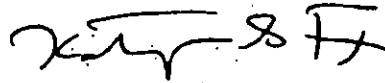
Should the Governor and Executive Council not authorize this request residential treatment programs may have to limit the availability of beds for individuals with OUD on Medicaid, which would delay access to care for those individuals.

Area served: Statewide.

Source of Funds: 69.35% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number T1010035-14, Substance Abuse and Mental Health Services Administration State Opioid Response Grant, CFDA #93.788, and 13.50% General Funds and 17.15% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

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

Respectfully submitted,



Katja S. Fox
Director



Approved by:

Jeffrey A. Meyers
Commissioner

Attachment A
Financial Details

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

Community Council
of Nashua-Gr
Nashua Comm
Mental Health

Vendor Code: 154112-8001

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

Dismas Home of NH

Vendor Code:TBD

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

Eoster Seals of NH
Manchester
Alcoholism Rehab
Ctr/Farnum

Vendor Code: 177204-8005

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

FIT/MH/NH

Vendor Code: 157730-8001

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

Grafton County

Vendor Code: 177397-8003

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

Greater Nashua
Council on
Alcoholism

Vendor Code: 186574-8001

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

Headrest, Inc

Vendor Code: 175226-8001

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

Attachment A
Financial Details

Hope on Haven HMO Vendor Code: 275119-8001

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

North Country Health Consortium Vendor Code: 158557-8001

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

Phoenix Houses of New England, Inc. Vendor Code: 177589-8001

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

Seacoast Youth Services Vendor Code: 203944-8001

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

Southeastern NH Alcohol and Drug Services Vendor Code 155292-8001

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

West Central Services Vendor Code: 177654-8001

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

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

Community Council of Nashua-Gr Nashua Comm Mental Health Vendor Code: 154112-8001

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

Attachment A
Financial Details

Dismas Home of NH Vendor Code: TBD

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

Easter Seals of NH
Manchester
Alcoholism Rehab
Ctr/Famum Vendor Code: 177204-8005

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

FIT/NHMH Vendor Code: 157730-8001

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

Grafton County Vendor Code: 177397-8003

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

Greater Nashua
Council on
Alcoholism Vendor Code: 168574-8001

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

Headrest, Inc Vendor Code: 175226-8001

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

Hope on Haven Hill Vendor Code: 275119-8001

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

North Country
Health Consortium Vendor Code: 158557-8001

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

Attachment A
Financial Details

Phoenix Houses of
New England, Inc. Vendor Code: 177589-8001

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

Seacoast Youth
Services Vendor Code: 203944-8001

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

Southeastern NH
Alcohol and Drug
Services Vendor Code 155292-8001

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

West Central
Services Vendor Code: 177654-8001

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

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% Federal Funds, FAIN H79T1081685 CFDA 93.788)

Community Council
of Nashua-Gr
Nashua Comm
Mental Health Vendor Code: 154112-8001

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

Dismas Home of NH Vendor Code: TBD

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

Easter Seals of NH
Manchester
Alcoholism Rehab
Civ/Famum Vendor Code: 177204-8005

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

Attachment A
Financial Details

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

FIT/NHH Vendor Code: 157730-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$208,258	\$0	\$208,258
Sub-total			\$208,258	\$0	\$208,258

Grafton County Vendor Code: 177397-8003

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

Greater Nashua Council on Alcoholism Vendor Code: 166574-8001

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

Headrest, Inc Vendor Code: 175226-8001

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

Hope on Haven Hill Vendor Code: 275119-8001

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

North Country Health Consortium Vendor Code: 158537-8001

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

Phoenix Houses of New England, Inc. Vendor Code: 177569-8001

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

Seacoast Youth Services Vendor Code: 203944-8001

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

Attachment A
Financial Details

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

Southeastern NH
Alcohol and Drug
Services Vendor Code 155292-8001

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

West Central
Services Vendor Code: 177654-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0
Total SOR Grant			\$298,258	\$3,382,900	\$3,571,158
Grand Total All			\$4,915,188	\$3,382,900	\$8,278,098

Grand Total by Vendor					
PO	Vendors	Vendor Code:	Current Price Limitation	Increase/Decrease	New Price Limitation
0	Community Council of Nashua-Gr Nashua Comm Mental Health	154112-8001	\$162,000	\$0	\$162,000
0	Dismas Home of NH	Vendor Code:TBD	\$240,000	\$3,400	\$243,400
0	Easter Seals of NH Manchester Alcoholism Rehab Ctr/Famum	177204-8005	\$1,118,371	\$1,091,800	\$2,210,171
0	FIT/NHNNH	157730-8001	\$854,031	\$0	\$854,031
0	Grafton County	177397-8003	\$247,000	\$0	\$247,000
0	Greater Nashua Council on Alcoholism	166574-8001	\$624,599	\$890,300	\$1,514,899
0	Headrest, Inc	175228-8001	\$147,989	\$80,600	\$228,599
0	Hope on Haven Hdl	275119-8001	\$278,641	\$218,400	\$497,041
0	North Country Health Consortium	158557-8001	\$287,408	\$114,200	\$401,608
0	Phoenix Houses of New England, Inc.	177589-8001	\$232,921	\$584,600	\$817,521
0	Seacoast Youth Services	203944-8001	\$73,200	\$0	\$73,200
0	Southeastern NH Alcohol and Drug Services	155292-8001	\$589,540	\$379,600	\$969,140
0	West Central Services	177654-8001	\$59,490	\$0	\$59,490
	Total		\$4,915,188	\$3,382,900	\$8,278,098



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

This 2nd Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #2") dated this 30th day of August, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Manchester Alcoholism Rehabilitation Center, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 555 Auburn Street, Manchester, NH 03103.

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

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

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

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$2,210,171.
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director.
3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
4. Delete and Replace Exhibit A, Scope of Services with Exhibit A, Amendment #2, Scope of Services.
5. Delete and Replace Exhibit B, Methods and Conditions Precedent to Payment with Exhibit B, Amendment #2, Methods and Conditions Precedent to Payment.
6. Delete and Replace Exhibit B-1, Service Fee Table, with Exhibit B-1, Amendment #2, Service Fee Table.



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

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

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

State of New Hampshire
Department of Health and Human Services

11/15/18

Date

[Signature]

Katja S. Fox
Director

Contractor Name Manchester Alcoholism Rehabilitation Center

11/14/18

Date

[Signature]

Name: Elin Treanor
Title: CFO

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on 11-14-18, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]

Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

My Commission Expires: CYNTIA ROSS, Notary Public
My Commission Expires March 12, 2019



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

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

OFFICE OF THE ATTORNEY GENERAL

11/16/2019
Date

Nancy J. Simon
Name: *Nancy J. Simon*
Title: *Sr. Asst. Attorney General*

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.
- 1.4. The Contractor will provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

1.5. Standard Compliance

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

1.5.2. State Opioid Response (SOR) Grant Standards

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

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

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

1.5.2.3.1. Methadone.

1.5.2.3.2. Buprenorphine products, including:

1.5.2.3.2.1. Single-entity buprenorphine products.

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Exhibit A, Amendment #2

- 1.5.2.3.2.2. Buprenorphine/naloxone tablets,
- 1.5.2.3.2.3. Buprenorphine/naloxone films.
- 1.5.2.3.2.4. Buprenorphine/naloxone buccal preparations.
- 1.5.2.3.3. Long-acting injectable buprenorphine products.
- 1.5.2.3.4. Buprenorphine implants.
- 1.5.2.3.5. Injectable extended-release naltrexone.
- 1.5.2.4. The Contractor shall not provide medical withdrawal management services to any individual supported by SOR Funds, unless the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.
- 1.5.2.5. The Contractor shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.
- 1.5.2.6. The Contractor must assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.
- 1.5.2.7. The Contractor shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.
- 1.5.2.8. For clients identified as at risk of or with HIV/AIDS, the Contractor shall coordinate with the NH Ryan White HIV/AIDS program.
- 1.5.2.9. The Contractor shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

2. Scope of Services

2.1. Covered Populations

- 2.1.1. The Contractor will provide services to eligible individuals who:
 - 2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and
 - 2.1.1.2. Have income below 400% Federal Poverty Level, and
 - 2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and
 - 2.1.1.4. Are determined positive for substance use disorder.

2.2. Resiliency and Recovery Oriented Systems of Care

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Exhibit A, Amendment #2

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- 2.2.1. The Contractor must provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (<http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm>).
- 2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor must:
- 2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.
 - 2.2.2.2. Inform the Regional Public Health Networks (RPHNs) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.
 - 2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network
 - 2.2.2.4. Coordinate client services with the Department's Hub contractors including, but not limited to:
 - 2.2.2.4.1. Ensuring timely admission of clients to services;
 - 2.2.2.4.2. Referring any client receiving room & board payment to the Hub;
 - 2.2.2.4.3. Referring clients to Hub services when the Contractor cannot admit a client for services within forty-eight (48) hours; and
 - 2.2.2.4.4. Referring clients to Hub services at the time of discharge when a client is in need of Hub services.
 - 2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.
 - 2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.
- 2.3. Substance Use Disorder Treatment Services
- 2.3.1. The Contractor must provide one or more of the following substance use disorder treatment services:



Exhibit A, Amendment #2

- 2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.
- 2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.
- 2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.
- 2.3.1.4. Partial Hospitalization as defined as ASAM Criteria, Level 2.5. Partial Hospitalization services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities to individuals with substance use and moderate to severe co-occurring mental health disorders, including both behavioral health and medication management (as appropriate) services to address both disorders. Partial Hospitalization is provided to clients for at least 20 hours per week according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services.
- 2.3.1.5.
- 2.3.1.6. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5. This service provides residential substance use disorder treatment designed to assist

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Exhibit A, Amendment #2

individuals who require a more intensive level of service in a structured setting.

2.3.1.7. Residential Withdrawal Management services as defined as ASAM Criteria, Level 3.7-WM a residential service. Withdrawal Management services provide a combination of clinical and/or medical services utilized to stabilize the client while they are undergoing withdrawal.

2.3.2. The Contractor may provide Integrated Medication Assisted Treatment only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.7 to a client.

2.3.2.1. Integrated Medication Assisted Treatment services provide for medication prescription and monitoring for treatment of opiate and other substance use disorders. The Contractor shall provide non-medical treatment services to the client in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider. The Contractor shall be responsible for coordination of care and meeting all requirements for the service provided. The Contractor shall deliver Integrated Medication Assisted Treatment services in accordance with guidance provided by the Department, "Guidance Document on Best Practices: Key Components for Delivery Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire."

2.4. Reserved

2.5. Enrolling Clients for Services

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

2.5.2. The Contractor must complete intake screenings as follows:

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

2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information

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Exhibit A, Amendment #2

- Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder. All attempts at contact must be documented in the client record or a call log.
- 2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and
- 2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks. Inquiries about changes in income must be documented in the client record.
- 2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.7 and 2.3.2, within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.
- 2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.
- 2.5.4. The Contractor shall, for all services provided, complete a clinical evaluation utilizing Continuum or an alternative method approved by the Department that include DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor must complete a clinical evaluation, for each client:
- 2.5.4.1. Prior to admission as a part of interim services or within 3 business days following admission.
- 2.5.4.2. During treatment only when determined by a Licensed Counselor.
- 2.5.5. The Contractor must use the clinical evaluations completed by a Licensed Counselor from a referring agency.
- 2.5.6. The Contractor will either complete clinical evaluations in Section 2.5.4 above before admission or Level of Care Assessments in Section 2.5.3 above before admission along with a clinical evaluation in Section 2.5.4 above after admission.



Exhibit A, Amendment #2

- 2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:
- 2.5.7.1. The client chooses to receive a service with a lower ASAM Level of Care; or
 - 2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.4, in which case the client may choose:
 - 2.5.7.2.1. A service with a lower ASAM Level of Care;
 - 2.5.7.2.2. A service with the next available higher ASAM Level of Care;
 - 2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.4; or
 - 2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.
- 2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:
- 2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:
 - 2.5.8.1.1. Contact the Regional Hub in the client's area to connect the client with substance use disorder treatment services.
 - 2.5.8.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.
 - 2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:

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



Exhibit A, Amendment #2

- 2.5.8.1.3.1. At least one 60 minute individual or group outpatient session per week;
- 2.5.8.1.3.2. Recovery support services as needed by the client;
- 2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.
- 2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
- 2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 2.5.8.4. Individuals with substance use and co-occurring mental health disorders.
- 2.5.8.5. Individuals with Opioid Use Disorders.
- 2.5.8.6. Veterans with substance use disorders
- 2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.
- 2.5.8.8. Individuals who require priority admission at the request of the Department.
- 2.5.9. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.
- 2.5.10. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.
- 2.5.11. The Contractor must include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:
 - 2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)
 - 2.5.11.2. Probation and parole
 - 2.5.11.3. Regional Hub(s)

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Exhibit A, Amendment #2

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- 2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above except that clients who refuse to consent to information sharing with the Regional Hub(s) shall not receive services utilizing State Opioid Response (SOR) funding.
- 2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract except that clients who rescind consent to information sharing with the Regional Hub(s) shall not receive any additional services utilizing State Opioid Response (SOR) funding.
- 2.5.14. The Contractor shall not deny services to an adolescent due to:
- 2.5.14.1. The parent's inability and/or unwillingness to pay the fee;
 - 2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.
- 2.5.15. The Contractor must provide services to eligible clients who:
- 2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;
 - 2.5.15.2. Have co-occurring mental health disorders; and/or
 - 2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 2.5.16. The Contractor must provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal space such as kitchens, group rooms, and recreation may be shared but at separate times.
- 2.6. Waitlists
- 2.6.1. The Contractor will maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.
- 2.6.2. The Contractor will track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4.
- 2.6.3. The Contractor will report to the Department monthly:

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Exhibit A, Amendment #2

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- 2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.
 - 2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.
 - 2.7. Assistance with Enrolling in Insurance Programs
 - 2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, such as:
 - 2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.
 - 2.7.1.2. Assistance with securing financial resources or the clients' refusal of such assistance must be clearly documented in the client record.
 - 2.8. Service Delivery Activities and Requirements
 - 2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.
 - 2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:
 - 2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.
 - 2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract.

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Exhibit A, Amendment #2

- 2.8.3. The Contractor must complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days or three (3) sessions, whichever is longer of the clinical evaluation (in Section 2.5.4 above), that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:
- 2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:
 - 2.8.3.1.1. specific, (clearly defining what will be done)
 - 2.8.3.1.2. measurable (including clear criteria for progress and completion)
 - 2.8.3.1.3. attainable (within the individual's ability to achieve)
 - 2.8.3.1.4. realistic (the resources are available to the individual), and
 - 2.8.3.1.5. timely (this is something that needs to be done and there is a stated time frame for completion that is reasonable).
 - 2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.
 - 2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates must include:
 - 2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
 - 2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.
 - 2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
 - 2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if



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applicable, documentation of the client's refusal to sign the treatment plan.

- 2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.
- 2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.
 - 2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:
 - 2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
 - 2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
 - 2.8.4.1.3. Medication assisted treatment provider.
 - 2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

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- 2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.
- 2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization or third party insurance, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.7. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, and the Regional Hub(s) as applicable and allowable with consent provided pursuant to 42 CFR Part 2.
- 2.8.4.2. The Contractor must clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4 above.
- 2.8.5. The Contractor must complete continuing care, transfer, and discharge plans for all Services in Section 2.3 that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:
 - 2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.
 - 2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:
 - 2.8.5.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or



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- 2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or
- 2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively
- 2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:
- 2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or
- 2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or



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- 2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or
 - 2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.
- 2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:
- 2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center <https://www.samhsa.gov/ebp-resource-center>
 - 2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or
 - 2.8.6.3. The substance use disorder treatment service provider shall be able to document the services' effectiveness based on the following:
 - 2.8.6.3.1. The service is based on a theoretical perspective that has validated research; or
 - 2.8.6.3.2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness.
- 2.8.7. The Contractor shall deliver services in this Contract in accordance with:
- 2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: <http://www.asamcriteria.org/>
 - 2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at <http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS->



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- 2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1>
 - 2.8.7.4. The Requirements in Exhibit A-1.
- 2.9. Client Education
- 2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of:
 - 2.9.1.1. Hepatitis C Virus (HCV)
 - 2.9.1.2. Human Immunodeficiency Virus (HIV)
 - 2.9.1.3. Sexually Transmitted Diseases (STD)
 - 2.9.1.4. Tobacco Treatment Tools that include:
 - 2.9.1.4.1. Assessing clients for motivation in stopping the use of tobacco products;
 - 2.9.1.4.2. Offering resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and
- 2.10. Tobacco Free Environment
- 2.10.1. The Contractor must ensure a tobacco-free environment by having policies and procedures that at a minimum:
 - 2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;
 - 2.10.1.2. Apply to employees, clients and employee or client visitors;
 - 2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.
 - 2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.
 - 2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.
 - 2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:



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- 2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.
- 2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.
- 2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.
- 2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.
- 2.10.1.7. Prohibit tobacco use in any company vehicle.
- 2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.
- 2.10.2. The Contractor must post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.
- 2.10.3. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

3. Staffing

- 3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this RFA as follows:
 - 3.1.1. At least one licensed supervisor, defined as:
 - 3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); or
 - 3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential; or
 - 3.1.1.3. Licensed mental health provider
 - 3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served. Including, but not limited to:
 - 3.1.2.1. Licensed counselors defined as MLADCs, LADCs, and individuals licensed by the Board of Mental Health Practice or the Board of psychology. Licensed counselors may deliver any clinical or recovery support services within their scope of practice.
 - 3.1.2.2. Unlicensed counselors defined as individuals who have completed the required coursework for licensure by the Board



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- of Alcohol and Other Drug Use Providers, Board of Mental Health Practice or Board of Psychology and are working to accumulate the work experience required for licensure. Unlicensed counselors may deliver any clinical or recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.
- 3.1.2.3. Certified Recovery Support workers (CRSWs) who may deliver intensive case management and other recovery support services within their scope of practice provided that they are under the direct supervision of a licensed supervisor.
 - 3.1.2.4. Uncertified recovery support workers defined as individuals who are working to accumulate the work experience required for certification as a CRSW who may deliver intensive case management and other recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.
 - 3.1.3. No licensed supervisor shall supervise more than twelve staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).
 - 3.1.4. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1 and evidence based practices, at a minimum:
 - 3.1.4.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;
 - 3.1.4.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;
 - 3.2. The Contractor shall provide training to staff on:
 - 3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;
 - 3.2.2. The 12 core functions;
 - 3.2.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171>; and
 - 3.2.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional



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- boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.
- 3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.
 - 3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.
 - 3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.
 - 3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor must have student interns complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.
 - 3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.
 - 3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders, and state and federal laws, and rules relating to confidentiality
 - 3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:
 - 3.9.1. The contract requirements.



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

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

4. Facilities License

- 4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.
- 4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.
- 4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

5. Web Information Technology

- 5.1. The Contractor shall use the Web Information Technology System (WITS) to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.
- 5.2. The Contractor shall, before providing services, obtain written informed consent from the client stating that the client understands that:
 - 5.2.1. The WITS system is administered by the State of New Hampshire;
 - 5.2.2. State employees have access to all information that is entered into the WITS system;
 - 5.2.3. Any information entered into the WITS system becomes the property of the State of New Hampshire.
- 5.3. The Contractor shall have any client whose information is entered into the WITS system complete a WITS consent to the Department.
 - 5.3.1. Any client refusing to sign the informed consent in 5.2 and/or consent in 5.3:
 - 5.3.1.1. Shall not be entered into the WITS system; and
 - 5.3.1.2. Shall not receive services under this contract.
 - 5.3.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.3.1.2 shall be assisted in finding alternative payers for the required services.



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- 5.4. The Contractor agrees to the Information Security Requirements Exhibit K.
- 5.5. The WITS system shall only be used for clients who are in a program that is funded by or under the oversight of the Department.

6. Reporting

- 6.1. The Contractor shall report on the following:
- 6.1.1. National Outcome Measures (NOMs) data in WITS for:
 - 6.1.1.1. 100% of all clients at admission
 - 6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program
 - 6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.
 - 6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.
 - 6.1.2. Monthly and quarterly web based contract compliance reports no later than the 10th day of the month following the reporting month or quarter;
 - 6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:
 - 6.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:
 - 6.1.3.1.1. Abuse;
 - 6.1.3.1.2. Neglect;
 - 6.1.3.1.3. Exploitation;
 - 6.1.3.1.4. Rights violation;
 - 6.1.3.1.5. Missing person;
 - 6.1.3.1.6. Medical emergency;
 - 6.1.3.1.7. Restraint; or
 - 6.1.3.1.8. Medical error.
 - 6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;
 - 6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;



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- 6.1.6. Sentinel events to the Department as follows:
- 6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;
 - 6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:
 - 6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;
 - 6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;
 - 6.1.6.2.3. Location, date, and time of the event;
 - 6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;
 - 6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and
 - 6.1.6.2.6. The identification of any media that had reported the event;
 - 6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at <https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf> to the bureau
 - 6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and
 - 6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and
 - 6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.

7. Quality Improvement

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

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

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- 7.1.2. Participation in site visits
- 7.1.3. Participation in training and technical assistance activities as directed by the Department.
- 7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:
 - 7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:
 - 7.2.1.1. Monitoring the capacity such as staffing and other resources to consistently and evenly deliver these services; and
 - 7.2.1.2. Monitoring no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

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

8.1.1. Days of Cash on Hand:

- 8.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
- 8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
- 8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

8.1.2. Current Ratio:



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- 8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
 - 8.1.2.2. Formula: Total current assets divided by total current liabilities.
 - 8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.
 - 8.1.3. Debt Service Coverage Ratio:
 - 8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
 - 8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.
 - 8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
 - 8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
 - 8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
 - 8.1.4. Net Assets to Total Assets:
 - 8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
 - 8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
 - 8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
 - 8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
 - 8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
 - 8.2. In the event that the Contractor does not meet either:
 - 8.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 8.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then



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- 8.2.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
- 8.2.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.
 - 8.2.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
 - 8.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 8.3. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.
- 8.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

9. Performance Measures

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

- 9.1. The Contractor must ensure that 100% of clients receiving residential level of care 3.5 covered by room and board payments under this contract that enter care directly through the Contractor who consent to information sharing with the Regional Hub for SUD Services receive a Hub referral for ongoing care coordination.
- 9.2. The Contractor must ensure that 100% of clients referred to them by the Regional Hub for SUD Services for residential level of care 3.5 who will be covered by room and board payments under this contract have proper consents in place for transfer of information for the purposes of data collection between the Hub and the Contractor.

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

- 9.3. The Contractor's contract performance shall be measured as in Section 9.4 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.



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

- 9.4.1. Initiation: % of clients accessing services within 14 days of screening;
- 9.4.2. Engagement: % of clients receiving 3 or more eligible services within 34 days;
- 9.4.3. Retention: % of clients receiving 6 or more eligible services within 60 days;
- 9.4.4. Clinically appropriate services: % of clients receiving ASAM level of care within 30 days;
- 9.4.5. Treatment completion: % of clients completing treatment; and National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:
 - 9.4.5.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service
 - 9.4.5.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service
 - 9.4.5.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service
 - 9.4.5.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service
 - 9.4.5.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service

10. Contract Compliance Audits

- 10.1. In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.
- 10.2. The Contractor shall ensure the corrective action plan shall include:
 - 10.2.1. The action(s) that will be taken to correct each deficiency;
 - 10.2.2. The action(s) that will be taken to prevent the reoccurrence of each deficiency;
 - 10.2.3. The specific steps and time line for implementing the actions above;
 - 10.2.4. The plan for monitoring to ensure that the actions above are effective; and How and when the vendor will report to the Department on progress on implementation and effectiveness



Method and Conditions Precedent to Payment

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

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



Exhibit B, Amendment #2

-
- 3.4. The Contractor shall provide a final budget for State Fiscal Year 2021 no later than March 31, 2020 for Department approval, which shall be submitted for Governor and Executive Council approval no later than June 30, 2020.
4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1, Amendment #2 Service Fee Table, unless otherwise stated.
- 4.1. The Contractor agrees the fees for services are all-inclusive contract rates to deliver the services (except for Clinical Evaluation which is an activity that is billed for separately) and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).
5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1, Amendment #2 Service Fee Table.
- 5.1. The Contractor shall:
- 5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department
 - 5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.
 - 5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.
- 5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:
- 5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, Amendment #2, when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1, Amendment #2. Except when the client's deductible or copay creates a financial hardship as defined in section 3.3.
 - 5.2.2. Second: Charge the client according to Exhibit B, Amendment #2, Section 8, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1, Amendment #2.
 - 5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1, Amendment #2, remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1, Amendment #2, Service Fee Table less the amount paid by private insurer and the amount paid by the client).



Exhibit B, Amendment #2

- 5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Amendment #2, Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Amendment #2, Section 8 Sliding Fee Scale for the client's applicable income level.
- 5.4. The Contractor will assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.
- 5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.
- 5.6. The Contractor will provide to clients, upon request, copies of their financial accounts.
- 5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, Amendment #2, except for:
 - 5.7.1. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 (See Section 7 below).
- 5.8. In the event of an overpayment wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Amendment #2, Section 5.7.1) exceeds the Contract Rate stated in Exhibit B-1, Amendment #2 Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.
- 5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.
- 5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.
6. Additional Billing information for: Room and Board for Medicaid clients with Opioid Use Disorder (OUD) in residential level of care 3.5.
 - 6.1. The Contractor shall invoice the Department for Room and Board payments up to \$100/day for Medicaid clients with OUD in residential level of care 3.5.
 - 6.2. The Contractor shall maintain documentation of the following:
 - 6.2.1. Medicaid ID of the Client;



Exhibit B, Amendment #2

-
- 6.2.2. WITS ID of the Client (if applicable)
 - 6.2.3. Period for which room and board payments cover;
 - 6.2.4. Level of Care for which the client received services for the date range identified in 6.2.3
 - 6.2.5. Amount being billed to the Department for the service
 - 6.3. The Contractor will submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for room and board in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted in a Department approved manner.
 - 6.4. The Contractor shall ensure that clients receiving services rendered from SOR funds have a documented history of/or current diagnoses of Opioid Use Disorder.
 - 6.5. The Contractor shall coordinate ongoing client care for all clients with documented history of/or current diagnoses of Opioid Use Disorder, receiving services rendered from SOR funds, with regional HUB (s) for Substance Use Disorder services in accordance with 42 CFR Part 2.
 - 7. Additional Billing Information for: Integrated Medication Assisted Treatment (MAT)
 - 7.1. The Contractor shall invoice the Department for Integrated Medication Assisted Treatment Services for Medication and Physician Time as in Section 5 above and as follows:
 - 7.2. Medication:
 - 7.2.1. The Contractor shall seek reimbursement for the Medication Assisted Treatment medication based on the Contractor's usual and customary charges according to Revised Statutes Annotated (RSA) 126-A:3 III. (b), except for Section 6.2.2 below.
 - 7.2.2. The Contractor will be reimbursed for Medication Assisted Treatment with Methadone or Buprenorphine in a certified Opiate Treatment Program (OTP) per New Hampshire Administrative Rule He-A 304 as follows:
 - 7.2.2.1. The Contractor shall seek reimbursement for Methadone or Buprenorphine based on the Medicaid rate, up to 7 days per week. The code for Methadone in an OTP is H0020, and the code for buprenorphine in an OTP is H0033.
 - 7.2.3. The Contractor shall seek reimbursement for up to 3 doses per client per day.



Exhibit B, Amendment #2

- 7.2.4. The Contractor shall maintain documentation of the following:
- 7.2.4.1. WITS Client ID #;
 - 7.2.4.2. Period for which prescription is intended;
 - 7.2.4.3. Name and dosage of the medication;
 - 7.2.4.4. Associated Medicaid Code;
 - 7.2.4.5. Charge for the medication.
 - 7.2.4.6. Client cost share for the service; and
 - 7.2.4.7. Amount being billed to the Department for the service.
- 7.3. Physician Time:
- 7.3.1. Physician Time is the time spent by a physician or other medical professional to provide Medication Assisted Treatment Services, including but not limited to assessing the client's appropriateness for a medication, prescribing and/or administering a medication, and monitoring the client's response to a medication.
- 7.3.2. The Contractor shall seek reimbursement according to Exhibit B-1, Amendment #2 Service Fee Table.
- 7.3.3. The Contractor shall maintain documentation of the following:
- 7.3.3.1. WITS Client ID #;
 - 7.3.3.2. Date of Service;
 - 7.3.3.3. Description of service;
 - 7.3.3.4. Associated Medicaid Code;
 - 7.3.3.5. Charge for the service;
 - 7.3.3.6. Client cost share for the service; and
 - 7.3.3.7. Amount being billed to the Department for the service.
- 7.4. The Contractor will submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for medication assisted treatment in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted utilizing the WITS system.

8. Charging the Client for Room and Board for Low-Intensity Residential Treatment

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



Exhibit B, Amendment #2

- 8.1.1. The client's portion of the Contract Rate in Exhibit B-1, Amendment #2, using the sliding fee scale
- 8.1.2. The charges to the Department
- 8.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

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

- 8.3. The Contractor shall hold 50% of the amount charged to the client that will be returned to the client at the time of discharge.
- 8.4. The Contractor shall maintain records to account for the client's contribution to room and board.
- 9. Sliding Fee Scale
 - 9.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B, Amendment #2, Section 5 above.
 - 9.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's Income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%



Exhibit B, Amendment #2

- 9.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.
10. Submitting Charges for Payment
- 10.1. The Contractor shall submit billing through the Web Information Technology System (WITS) for services listed in Exhibit B-1, Amendment #2, Service Fee Table. The Contractor shall:
- 10.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client
- 10.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.
- 10.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.
- 10.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.
- 10.1.5. Submit separate batches for each billing month.
- 10.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.
- 10.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.
11. Funds in this contract may not be used to replace funding for a program already funded from another source.
12. The Contractor will keep detailed records of their activities related to Department funded programs and services.
13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
14. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

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



Exhibit B, Amendment #2

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

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

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

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

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

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

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

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

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



Exhibit B-1, Amendment #2

Service Fee Table

1. The Contract Rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services under this Contract in Exhibit B.

Table A

	Service	Contract Rate: Maximum Allowable Charge	Unit
1.1.	Clinical Evaluation	\$275.00	Per evaluation
1.2.	Individual Outpatient	\$22.00	15 min
1.3.	Group Outpatient	\$6.60	15 min
1.4.	Intensive Outpatient	\$104.00	Per day: only on those days when the client attends individual and/or group counseling associated with the program.
1.5.	Partial Hospitalization	\$223.00	Per day: and only on those days when the client attends individual and/or group counseling associated with the program.
1.6.	High-Intensity Residential Adult, (excluding Pregnant and Parenting Women), for clinical services and room and board	\$154.00	Per day
1.7.	High-Intensity Residential for Medicaid clients with OUD- Enhanced Room and Board	\$100.00	Per day
1.8.	Medically Monitored Inpatient Withdrawal Management (ASAM Level 3.7 WM)	\$215.00	Per day
1.9.	Recovery Support Services: Individual Intensive Case Management	\$16.50	15 min
1.10.	Recovery Support Services: Group Intensive Case Management	\$5.50	15 min



Jeffrey A. Meyer
Comptroller

Kate & Fox
Director

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

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

July 10, 2018

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

REQUESTED ACTION

Action #1) Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into retroactive Agreements with three (3) of the thirteen (13) Vendors listed below in bold, to provide substance use disorder treatment and recovery support services statewide, by increasing the combined price limitation by \$1,549,015, from \$3,157,927, to an amount not to exceed \$4,706,942 effective retroactive to July 1, 2018, upon approval of the Governor and Executive Council through June 30, 2018. 55.87% Federal, 13.97% General, and 30.16% Other Funds.

Action #2) Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to amend contracts with ten (10) of the thirteen (13) vendors not listed in bold, to modify the provision of substance use disorder treatment and recovery support services with no change to the price limitation or completion date, effective upon the date of Governor and Executive Council approval. These ten (10) contracts were approved by the Governor and Executive Council on June 20, 2018 (Late item G).

Summary of contracted amounts by Vendor:

Vendor	Current Amount	Increase/ Decrease	Revised Budget
Dismas Home of New Hampshire, Inc.	\$240,000	\$0	\$240,000
FIT/NHH, Inc.	\$0	\$645,775	\$645,775
Grafton County New Hampshire – Department of Corrections and Alternative Sentencing	\$247,000	\$0	\$247,000
Greater Nashua Council on Alcoholism	\$0	\$624,599	\$624,599
Headrest	\$147,999	\$0	\$147,999
Manchester Alcoholism Rehabilitation Center	\$1,118,371	\$0	\$1,118,371
Hope on Haven Hill	\$0	\$278,841	\$278,841
North Country Health Consortium	\$287,406	\$0	\$287,406
Phoenix Houses of New England, Inc.	\$232,921	\$0	\$232,921
Sesacoast Youth Services	\$73,200	\$0	\$73,200
Southeastern New Hampshire Alcohol & Drug Abuse Services	\$589,540	\$0	\$589,540
The Community Council of Nashua, N.H.	\$162,000	\$0	\$162,000
West Central Services, Inc.	\$59,490	\$0	\$59,490
Total SFY19	\$3,157,927	\$1,549,015	\$4,706,942

Funds to support this request are available in State Fiscal Year 2019 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without approval of the Governor and Executive Council, if needed and justified.

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

**05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS,
CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN T1010035 CFDA 93.959)**

Please see attached financial details.

EXPLANATION

Action #1)

Requested Action #1 is retroactive because the Department and FIT/NHNH, Inc. were continuing to work on the scope of work and therefore, the contract was not completed in time to place the item on the agenda for the June 20, 2018 Governor and Executive Council meeting. The contract with Greater Nashua Council on Alcoholism and Hope on Haven Hill are being submitted after the release of audit reports to allow for Council review prior to entering into an Agreement, and to add contract monitoring language to address the audit findings. If these actions were not taken retroactively, the result would have been a gap in critical substance use disorder treatment and recovery support services in the State's two largest cities.

The Department requests approval of three (3) agreements. Ten (10) agreements were previously approved by Governor and Executive Council on June 20, 2018 Late Item G. These agreements will allow the Vendors listed to provide an array of Substance Use Disorder Treatment and Recovery Support Services statewide to children and adults with substance use disorders, who have income below 400% of the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. Under the current iteration of these contracts, fifteen (15) vendors are delivering an array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential, and ambulatory and residential withdrawal management services as well as ancillary recovery support services. While the array of services offered by each vendor varies slightly, together they enrolled 2994 individuals in service groups covered by the contract between May 1, 2017 and April 30, 2018. In 2016 there were 485 drug overdose deaths in New Hampshire with the death toll for 2017 at 428 as of April 20, 2018; however, the 2017 statistics are expected to increase slightly as cases are still pending analysis. This reduction in deaths indicates that the overall strategy including prevention, intervention, treatment, and recovery support services may be having a positive impact.

The Department published a Request for Applications for Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST) on the Department of Health and Human Services website April 20, 2018 through May 10, 2018. The Department received sixteen (16) applications. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected fourteen applications (two (2) submitted by Grafton County were combined into one contract) to provide these services (See attached Summary Score Sheet).

Some of the Vendors' applications scored lower than anticipated; however, this was largely due to the Vendors providing a limited array of services and not to their experience and/or capacity to provide those services. In addition the Bureau of Drug and Alcohol Services is working with the Bureau of Improvement and Integrity to improve the contract monitoring and quality improvement process as well as taking steps to reposition staff to assist with this.

The Contract includes language to assist pregnant and parenting women by providing interim services if they are on a waitlist; to ensure clients contribute to the cost of services by assessing client income at intake and on a monthly basis; and to ensure care coordination for the clients by assisting them with accessing services or working with a client's existing provider for physical health, behavioral health, medication assisted treatment and peer recovery support services.

The Department will monitor the performance of the Vendors through monthly and quarterly reports, conducting site visits, reviewing client records, and engaging in activities identified in the contract monitoring and quality improvement work referenced above. In addition, the Department is collecting baseline data on access, engagement, clinical appropriateness, retention, completion, and outcomes that will be used to create performance improvement goals in future contracts. Finally, contractor financial health is also being monitored monthly.

All thirteen (13) contracts include language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

Should the Governor and Executive Council determine to not authorize this Requested Action #1, the vendors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery.

Action #2)

Requested Action #2 seeks approval to amend ten (10) of the thirteen (13) agreements for the provision of substance use disorder treatment and recovery support services by modifying the scope to reduce the burden on the vendors in meeting contract requirements.

The changes to the contracts include removal of the requirement to continue providing services after the contract price limitation is reached, allowing for assistance to clients enrolling in insurance through the use of referrals to trained community providers, and an easing of supervision requirements that is not expected to negatively impact client care. Corrective action for compliance audits was also included. The changes were also made to the three (3) contracts being put forth in Action #1. These changes are being made as a part of the Department's response to provider's concerns over reimbursement rates with the goal of reducing the gap between the cost of providing services and the rate paid by the Department by reducing the administrative burden associated with service delivery without compromising client care.

These contracts were originally competitively bid.


Should the Governor and Executive Council determine to not authorize this Request Action #2, the gap between the cost of care and reimbursement rates will remain the same, which vendors have indicated may result in having to limit services provided under this contract. In addition, there would not be a requirement of a corrective actions plan should there be an audit which does not allow for a system to assist with improvement in services provided.

Area served: Statewide.

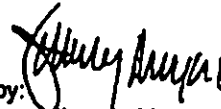
Source of Funds: 55.87% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number T1010035-14, and 13.97% General Funds and 30.16% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

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

Respectfully submitted,



Katja S. Fox
Director



Approved by:

Jeffrey A. Meyers
Commissioner



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

Substance Use Disorder Treatment And
Recovery Support Services
RFA Name

RPA-2019-BDAS-01-SUBST
RFA Number

Reviewer Names

1. Jamie Powers, Clinical & Recovery
Services Admin II, BDAS
2. Julie Lane, Program Specialist II,
BDAS
3. Shawn Blahy, Prog Specialist IV,
Child (Mental Health)
4. Paul Kerran, Clinical Svcs
Special, Drug & Alcohol Svcs
5. Abby Brockley, SV Policy Analyst,
Substance Use Svcs, OS/Behavior only

Bidder Name	Maximum Points	Actual Points	Region
1. County of Grafton New Hampshire - Grafton County Department of Corrections	448	278	North Country
2. Dumas Home of New Hampshire, Inc.	440	262	Greater Manchester
3. Manchester Alcoholism Rehabilitation Center	440	338	Greater Manchester
4. Manchester Alcoholism Rehabilitation Center	440	328	Capital
5. FITTING, Inc.	440	360	Greater Manchester
6. Grafton County New Hampshire - Grafton County Alternative Sentencing	440	290	North Country
7. The Community Council of Nashua, N. H.	440	270	Greater Nashua
8. Halo Educational Systems	441	see below*	Upper Valley
9. Hrodrest	440	283	Upper Valley
10. Hope on Haven HD Inc.	441	304	Strafford County
11. Greater Nashua Council on Alcoholism	440	394	Greater Nashua
12. North Country Health Consortium	440	325	North Country
13. North Country Health Consortium	440	285	Carroll County
14. Phoenix Houses of New England, Inc.	440	361	Monadnock
15. Seacoast Youth Services	440	215	Seacoast
16. Seacoast Youth Services	440	218	Strafford County
17. Southeastern New Hampshire Alcohol & Drug Abuse Services	440	330	Seacoast
18. Southeastern Alcohol & Drug Abuse Services	440	378	Strafford
19. West Central Services, Inc.	440	231	Greater Seacoast
20. White Horse Addiction Center, Inc.	440	128**	Carroll County

*Halo Educational Systems: Application was disqualified as non-responsive.
**White Horse Addiction Center, Inc.: Vendor was not selected.

Attachment A
Financial Details

03-85-82-920310-32820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council
of Nashua-Cr
Nashua Comm
Mental Health Vendor Code: 154112-8001

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

Diasona Home of NH Vendor Code: TBD

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

Eastern Seals of NH
Manchester
Alcoholism Rehab
Ctr/Parson Vendor Code: 177204-8005

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

FTADONH Vendor Code: 157730-8001

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

Grafton County Vendor Code: 177397-8000

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

Greater Nashua
Council on
Alcoholism Vendor Code: 168574-8001

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

Headrest, Inc Vendor Code: 176726-8001

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

Attachment A
Financial Details

Hope in Haven MI Vendor Code: 275119-8001

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

North County Health Consortium Vendor Code: 158537-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$88,678		\$88,678
Sub-total			\$88,678	\$0	\$88,678

Phoenix Houses of New England, Inc. Vendor Code: 177589-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$70,248		\$70,248
Sub-total			\$70,248	\$0	\$70,248

Seacoast Youth Services Vendor Code: 203944-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$22,078	\$0	\$22,078
Sub-total			\$22,078	\$0	\$22,078

Southern NH Alcohol and Drug Services Vendor Code 155292-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$177,799	\$0	\$177,799
Sub-total			\$177,799	\$0	\$177,799

West Central Services Vendor Code: 177654-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$17,942	\$0	\$17,942
Sub-total			\$17,942	\$0	\$17,942
Total Gov. Comm			\$937,394	\$487,165	\$1,419,360

03-85-82-820310-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, NHC: ON FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCONOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN T010033 CFDA 93.999)

Community Council of Nashua-Gr Nashua Comm Mental Health Vendor Code: 134112-8001

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

Attachment A
Financial Details

Claremont Home of NH Vendor Code: TBD

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

Eastor Beats of NH
Manchester
Alcoholism Rehab
Crr/Famum Vendor Code: 177204-8003

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

FT/NDH/NH Vendor Code: 167730-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$451,018	\$451,018
Sub-total			\$0	\$451,018	\$451,018

Grafton County Vendor Code: 177397-8003

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

Greater Nashua
Council on
Alcoholism Vendor Code: 166574-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$438,227	\$438,227
Sub-total			\$0	\$438,227	\$438,227

Headrest, Inc Vendor Code: 176226-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$103,384	\$0	\$103,384
Sub-total			\$103,384	\$0	\$103,384

Hope on Hope HES Vendor Code: 275119-8001

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

North Country
Health Consortium Vendor Code: 158537-8001

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

Attachment A
Financial Details

Phoenix Houses of
New England, Inc. Vendor Code: 177589-0001

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

Seacoast Youth
Services Vendor Code: 203944-0001

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

Southeastern NH
Alcohol and Drug
Services Vendor Code 155292-0001

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

West Central
Services Vendor Code: 177854-0001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$41,548	\$0	\$41,548
Sub-total			\$41,548	\$0	\$41,548
Total Clinical Svc			\$2,269,533	\$1,081,849	\$3,351,382
Grand Total All			\$3,157,927	\$1,849,018	\$5,006,945

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



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Substance Use Disorder Treatment and
Recovery Support Services Contract**

This 1st Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this 26th day of June, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Manchester Alcoholism Rehabilitation Center, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 555 Auburn Street, Manchester, NH 03103.

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

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

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

WHEREAS, the parties agree to modify the scope of services to support continued delivery of these services with no change to the price limitation or completion date;

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

1. Delete Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.7, Assistance with Enrolling in Insurance Programs, in its entirety, and replace with the following:
 - 2.7. Assistance with Enrolling in Insurance Programs
 - 2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, either directly or through a closed-loop referral to a community provider. Other potential sources for payment include, but are not limited to:
 - 2.7.1.1. Enrollment in public or private insurance including, but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.
2. Delete Exhibit A, Scope of Services, Section 3, Staffing, Subsection 3.9, in its entirety, and replace as follows:
 - 3.9. The Contractor shall provide in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date, if after the contract effective date, on the following:
 - 3.9.1. The contract requirements.
 - 3.9.2. All other relevant policies and procedures provided by the Department.
3. Add Exhibit A, Scope of Services, Section 10, Contract Compliance Audits, as follows:
 10. Contract Compliance Audits
 - 10.1 In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.

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



- 10.2 The corrective action plan shall include:
 - 10.2.1 The action(s) that will be taken to correct each deficiency;
 - 10.2.2 The action(s) that will be taken to prevent the reoccurrence of each deficiency;
 - 10.2.3 The specific steps and time line for implementing the actions above;
 - 10.2.4 The plan for monitoring to ensure that the actions above are effective; and
 - 10.2.5 How and when the vendor will report to the Department on progress on implementation and effectiveness.
4. Delete Exhibit A-1, Operational Requirements, Section 8, Clinical Supervision, Subsection 8.1, Paragraph 8.1.3, in its entirety, and replace as follows:
 - 8.1.3. Unlicensed counselors shall receive at least one (1) hour of supervision for every forty (40) hours of direct client contact;
5. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 9, in its entirety.

The rest of this page left intentionally blank.



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

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

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

State of New Hampshire
Department of Health and Human Services

6/29/18
Date

[Signature]
Katja S. Fox
Director

Manchester Alcoholism Rehabilitation Center

6/27/2018
Date

[Signature]
Name: ELINTHEA WALKER
Title: CFO

Acknowledgement of Contractor's signature:

State of New Hampshire County of Rockingham on 6/27/2018 before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

CYNTHIA ROSS, Notary Public
My Commission Expires March 12, 2019

Name and Title of Notary or Justice of the Peace

My Commission Expires: _____

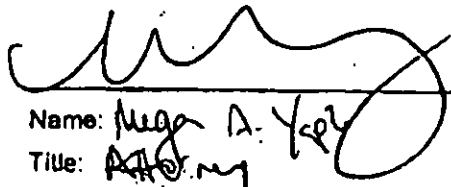
**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**



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

OFFICE OF THE ATTORNEY GENERAL

7/2/18
Date


Name: Megan A. York
Title: Att. Gen.

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name:

Easter Seals NH, Inc.

Name of Program/Service:

Manchester Alcoholism Rehabilitation Center

BUDGET PERIOD:			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Larry Gammon, President & CEO	\$387,107	0.00%	\$0.00
Elin Treanor, CFO	\$244,800	0.00%	\$0.00
Nancy Rollins, COO	\$117,000	0.00%	\$0.00
Tina Sharby, CHRO	\$145,658	0.00%	\$0.00
Joseph Emmons, SVP Development	\$120,000	0.00%	\$0.00
Cheryl Wilkie, SVP Substance Abuse Services	\$175,000	25.00%	\$43,750.00
Christina Weber, VP Operations Family Center	\$103,000	43.00%	\$44,280.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total Salary Wages, Line Item 1 of Budget request)			\$88,040.00

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel MUST be listed, even if no salary is paid from the contract. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.



Jeffrey A. Meyers
Commissioner

Katia S. Fox
Director

9

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

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3343 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-739-2964
www.dhhs.nh.gov

June 19, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into Agreements with multiple Vendors, listed below, to provide substance use disorder treatment and recovery support services statewide, in an amount not to exceed \$3,157,927 effective July 1, 2018 or upon Governor and Executive Council approval whichever is later through June 30, 2019. 65.87% Federal; 13.97% General, and 30.16% Other Funds.

Summary of contracted amounts by Vendor:

Vendor	Budgeted Amount
Dismas Home of New Hampshire, Inc.	\$240,000
Grafton County New Hampshire – Department of Corrections and Alternative Sentencing	\$247,000
Headrest	\$147,989
Manchester Alcoholism Rehabilitation Center	\$1,118,371
North Country Health Consortium	\$287,408
Phoenix Houses of New England, Inc.	\$232,921
Seacoast Youth Services	\$73,200
Southeastern New Hampshire Alcohol & Drug Abuse Services	\$589,540
The Community Council of Nashua, N.H.	\$182,000
West Central Services, Inc.	\$59,480
Total SFY18	\$3,157,927

Funds to support this request are available in State Fiscal Year 2018 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without approval of the Governor and Executive Council, if needed and justified.

Please see attached financial details.

EXPLANATION

The Department requests approval of ten (10) agreements with a combined price limitation of \$3,157,927 that will allow the Vendors listed to provide an array of Substance Use Disorder Treatment and Recovery Support Services statewide to children and adults with substance use disorders, who have income below 400% of the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is

determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria. Three (3) more agreements will be submitted by the Department at a future Governor and Executive Council meeting.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. Under the current iteration of these contracts, fifteen (15) vendors are delivering an array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential, and ambulatory and residential withdrawal management services as well as ancillary recovery support services. While the array of services offered by each vendor varies slightly, together they enrolled 2894 individuals in service groups covered by the contract between May 1, 2017 and April 30, 2018. In 2018 there were 485 drug overdose deaths in New Hampshire with the death toll for 2017 at 428 as of April 20, 2018; however, the 2017 statistics are expected to increase slightly as cases are still pending analysis. This reduction in deaths indicates that the overall strategy including prevention, intervention, treatment, and recovery support services is having a positive impact.

The Department published a Request for Applications for Substance Use Disorder Treatment and Recovery Support Services (RFA-2018-BDAS-01-SUBST) on the Department of Health and Human Services website April 20, 2018 through May 10, 2018. The Department received sixteen (16) applications. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected fourteen applications (two (2) submitted by Grafton County were combined into one contract) to provide these services (See attached Summary Score Sheet).

Some of the Vendors' applications scored lower than anticipated; however, this was largely due to the vendors providing a limited array of services and not to their experience and/or capacity to provide those services. In addition the Bureau of Drug and Alcohol Services is working with the Bureau of Improvement and Integrity to improve the contract monitoring and quality improvement process as well as taking steps to reposition staff to assist with this.

The Contract includes language to assist pregnant and parenting women by providing interim services if they are on a waitlist; to ensure clients contribute to the cost of services by assessing client income at intake and on a monthly basis; and to ensure care coordination for the clients by assisting them with accessing services or working with a client's existing provider for physical health, behavioral health, medication assisted treatment and peer recovery support services.

The Department will monitor the performance of the Vendors through monthly and quarterly reports, conducting site visits, reviewing client records, and engaging in activities identified in the contract monitoring and quality improvement work referenced above. In addition, the Department is collecting baseline data on access, engagement, clinical appropriateness, retention, completion, and outcomes that will be used to create performance improvement goals in future contracts. Finally, contractor financial health is also being monitored monthly.

This contract includes language that reserves the right to renew each contract for up to two (2) additional years; subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

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

Area served: Statewide.

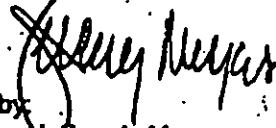
Source of Funds: 65.87% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration; Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number T1010035-14, and 13.87% General Funds and 30.16% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

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

Respectfully submitted,



Katja S. Fox
Director



Approved by
Jeffrey A. Meyers
Commissioner



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

Substance Use Disorder Treatment And
Recovery Support Services
RFA Name

RFA-2019-BDAS-01-SUBST
RFA Number

Reviewer Names

1. Jamie Powers, Clinical & Recovery
Svcs Admin R, BDAS
2. Jane Clark, Program Specialist III,
BMS
3. Dawn Sperry, Prog Specialist IV,
Child BrnH Health
4. Paul Korman, Clinical Svcs
Spec, Drug & Alcohol Svcs
5. Abby Grogan, Sr Policy Analyst,
Substance Use & Recovery Svcs

Vendor Name	Maximum Points	Actual Points	Region
1. County of Grafton New Hampshire - Grafton County Department of Corrections	440	270	North Country
2. Glencoe Home of New Hampshire, Inc.	440	257	Greater Manchester
3. Manchester Alcoholism Rehabilitation Center	440	338	Greater Manchester
4. Manchester Alcoholism Rehabilitation Center	440	328	Capital
5. FITTINGDALE, Inc. Grafton County New Hampshire - Grafton County	440	260	Greater Manchester
6. Alternative Benchmarking	440	200	North Country
7. The Community Council of Nashua, N. H.	440	220	Greater Nashua
8. Kato Educational Systems	440	see below*	Upper Valley
9. Headrest	440	223	Upper Valley
10. Hope on Haven Hill Inc.	440	304	Durham County
11. Greater Nashua Council on Alcoholism	440	294	Greater Nashua
12. North Country Health Consortium	440	223	North Country
13. North Country Health Consortium	440	293	Carroll County
14. Phoenix Homes of New England, Inc.	440	301	Manchester
15. Seacoast Youth Services	440	215	Seacoast
16. Seacoast Youth Services	440	215	Stratford County
17. Southeastern New Hampshire Alcohol & Drug Abuse Services	440	320	Seacoast
18. Southeastern Alcohol & Drug Abuse Services	440	370	Stratford
19. West Central Services, Inc.	440	301	Greater Seacoast
20. White Horse Addiction Center, Inc.	440	138**	Carroll County

*Kato Educational Systems: Application was classified as non-responsive.
**White Horse Addiction Center, Inc.: Vendor was not selected.

Attachment A
Financial Details

05-85-93-000910-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council
of Nashua-Cr
Nashua Comm
Mental Health

Vendor Code: 184112-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$48,857		\$48,857
Sub-total			\$48,857	\$0	\$48,857

Dumas Home of NH

Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$72,381		\$72,381
Sub-total			\$72,381	\$0	\$72,381

Easter Beate of NH
Manchester
Alcoholism Rehab
Center

Vendor Code: 177204-8003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$37,288		\$37,288
Sub-total			\$37,288	\$0	\$37,288

Grafton County

Vendor Code: 177397-8003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$74,492		\$74,492
Sub-total			\$74,492	\$0	\$74,492

Headreal, Inc

Vendor Code: 378226-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$44,635		\$44,635
Sub-total			\$44,635	\$0	\$44,635

North Country
Health Consortium

Vendor Code: 188557-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$88,678		\$88,678
Sub-total			\$88,678	\$0	\$88,678

Attachment A
Financial Details

Pleasants Houses of
New England, Inc. Vendor Code: 177689-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$70,246		\$70,246
Sub-total			\$70,246	\$0	\$70,246

Seacoast Youth
Services Vendor Code: 203944-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$22,076		\$22,076
Sub-total			\$22,076	\$0	\$22,076

Southeastern NH
Alcohol and Drug
Services Vendor Code: 185282-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$177,789		\$177,789
Sub-total			\$177,789	\$0	\$177,789

West Central
Services Vendor Code: 177654-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2018	102-600734	Contracts for Prog Svc	\$17,842		\$17,842
Sub-total			\$17,842	\$0	\$17,842
Total Gov. Comm			\$322,894	\$0	\$322,894

03-83-82-020910-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN T010033 CFDA 83.833)

Community Council
of Nashua-Gr
Nashua Comm
Mental Health Vendor Code: 184112-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$113,143		\$113,143
Sub-total			\$113,143	\$0	\$113,143

Attachment A
Financial Details

Olmstead Home of NH Vendor Code: T80

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$167,619		\$167,619
Sub-total			\$167,619	\$0	\$167,619

Essex State of NH
Manchester
Alcoholism Rehab
Cof/Fernum Vendor Code: 177204-8005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$761,063		\$761,063
Sub-total			\$761,063	\$0	\$761,063

Grafton County Vendor Code: 177297-8000

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$172,508		\$172,508
Sub-total			\$172,508	\$0	\$172,508

Headrest, Inc Vendor Code: 176228-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$103,394		\$103,394
Sub-total			\$103,394	\$0	\$103,394

North Country
Health Consortium Vendor Code: 158557-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$200,728		\$200,728
Sub-total			\$200,728	\$0	\$200,728

Attachment A
Financial Details

Phoenix Houses of
New England, Inc. Vendor Code: 177539-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-600734	Contracts for Prog Svc	\$162,875		\$162,875
Sub-total			\$162,875	\$0	\$162,875

Success Youth
Services Vendor Code: 203944-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	103-500734	Contracts for Prog Svc	\$51,124		\$51,124
Sub-total			\$51,124	\$0	\$51,124

Southeastern NH
Alcohol and Drug
Services Vendor Code: 163282-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-600734	Contracts for Prog Svc	\$411,741		\$411,741
Sub-total			\$411,741	\$0	\$411,741

West Central
Services Vendor Code: 177654-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-600734	Contracts for Prog Svc	\$41,548		\$41,548
Sub-total			\$41,548	\$0	\$41,548
Total Clinical Svc			\$2,295,693	\$0	\$2,295,693
Grand Total All			\$3,157,877	\$0	\$3,157,877

Subject: Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBR-07)



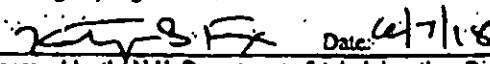

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3837	
1.3 Contractor Name Manchester Alcoholism Rehabilitation Center		1.4 Contractor Address 555 Auburn Street Manchester NH 03103	
1.5 Contractor Phone Number 603-621-3461	1.6 Account Number 05-95-92-920510-3382-102-500734; 05-95-92-920510-3384-102-500734	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$1,118,971
1.9 Contracting Officer for State Agency B. Maris Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Elin Treanor, CFO	
1.13 Acknowledgment: State of NH, County of Hillsborough On <u>May 31, 2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace CYNTHIA ROSS, Notary Public My Commission Expires March 12, 2019			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Kaitja S. Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>May 11, 2018</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: <u>6/8/18</u>			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-e or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulas, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property. 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

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

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supercedes all prior Agreements and understandings relating hereto.



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.
- 1.4. The Contractor will provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.
- 1.5. The Contractor will provide residential services in facilities located in Franklin and Manchester New Hampshire.

2. Scope of Services

2.1. Covered Populations

- 2.1.1. The Contractor will provide services to eligible individuals who:
 - 2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and
 - 2.1.1.2. Have income below 400% Federal Poverty Level, and
 - 2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and
 - 2.1.1.4. Are determined positive for substance use disorder.

2.2. Resiliency and Recovery Oriented Systems of Care

- 2.2.1. The Contractor must provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (<http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm>).
- 2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and



Exhibit A

recovery from alcohol and drug problems. At a minimum, the Contractor must:

- 2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.
- 2.2.2.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.
- 2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network
- 2.2.2.4. Coordinate client services with the Department's Regional Access Point contractor (RAP) that provides services including, but not limited to:
 - 2.2.2.4.1. Ensuring timely admission of clients to services
 - 2.2.2.4.2. Referring clients to RAP services when the Contractor cannot admit a client for services within forty-eight (48) hours
 - 2.2.2.4.3. Referring clients to RAP services at the time of discharge when a client is in need of RAP services, and
- 2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.
- 2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.

2.3. Substance Use Disorder Treatment Services

- 2.3.1. The Contractor must provide one or more of the following substance use disorder treatment services:
 - 2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

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Exhibit A

- 2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.
- 2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 8 hours a week.
- 2.3.1.4. Partial Hospitalization as defined as ASAM Criteria, Level 2.5. Partial Hospitalization services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities to individuals with substance use and moderate to severe co-occurring mental health disorders, including both behavioral health and medication management (as appropriate) services to address both disorders. Partial Hospitalization is provided to clients for at least 20 hours per week according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services.
- 2.3.1.5. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5. This service provides residential substance use disorder treatment designed to assist individuals who require a more intensive level of service in a structured setting.
- 2.3.1.6. Residential Withdrawal Management services as defined as ASAM Criteria, Level 3.7-WM a residential service. Withdrawal Management services provide a combination of clinical and/or medical services utilized to stabilize the client while they are undergoing withdrawal.

2.4. Recovery Support Services



Exhibit A

- 2.4.1. Upon approval of the Department, the Contractor may provide recovery support services that will remove barriers to a client's participation in treatment or recovery, or reduce or remove threats to an individual maintaining participation in treatment and/or recovery.
 - 2.4.2. The Contractor may provide recovery support services only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.6 to a client, as follows:
 - 2.4.2.1. Intensive Case Management
 - 2.4.2.1.1. The Contractor may provide individual or group Intensive Case Management in accordance with SAMHSA TIP 27: Comprehensive Case Management for Substance Abuse Treatment (<https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215>) and which exceed the minimum case management requirements for the ASAM level of care.
 - 2.4.2.1.2. The Contractor will provide Intensive Case Management by a:
 - 2.4.2.1.2.1. Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Counselor or
 - 2.4.2.1.2.2. A Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Supervisor or
 - 2.4.2.1.2.3. Licensed Counselor
- 2.5. Enrolling Clients for Services
 - 2.5.1. The Contractor will determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below:
 - 2.5.2. The Contractor must complete intake screenings as follows:
 - 2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the



Exhibit A

Contractor for Substance Use Disorder Treatment and Recovery Support Services.

- 2.5.2.2. Complete an Initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.
- 2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and
 - 2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.
- 2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.6 within two (2) days of the Initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.
 - 2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.
- 2.5.4. The Contractor shall, for all services provided, include a method to obtain clinical evaluations that include DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor must complete a clinical evaluation, for each client:
 - 2.5.4.1. Prior to admission as a part of interim services or within 3 business days following admission.
 - 2.5.4.2. During treatment only when determined by a Licensed Counselor.
- 2.5.5. The Contractor must use the clinical evaluations completed by a Licensed Counselor from a referring agency.
- 2.5.6. The Contractor will either complete clinical evaluations in Section 2.5.4 above before admission or Level of Care Assessments in Section 2.5.3 above before admission along with a clinical evaluation in Section 2.5.4 above after admission.

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



Exhibit A

- 2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:
- 2.5.7.1. The client chooses to receive a service with a lower ASAM Level of Care; or
 - 2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.4, in which case the client may choose:
 - 2.5.7.2.1. A service with a lower ASAM Level of Care;
 - 2.5.7.2.2. A service with the next available higher ASAM Level of Care;
 - 2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.4; or
 - 2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.
- 2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:
- 2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:
 - 2.5.8.1.1. Contact the Regional Access Point service provider in the client's area to connect the client with substance use disorder treatment services.
 - 2.5.8.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.
 - 2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:

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



Exhibit A

- 2.5.8.1.3.1. At least one 60 minute individual or group outpatient session per week;
 - 2.5.8.1.3.2. Recovery support services as needed by the client;
 - 2.6.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.
- 2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
 - 2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
 - 2.5.8.4. Individuals with substance use and co-occurring mental health disorders.
 - 2.5.8.5. Individuals with Opioid Use Disorders.
 - 2.5.8.6. Veterans with substance use disorders
 - 2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.
 - 2.5.8.8. Individuals who require priority admission at the request of the Department.
- 2.5.9. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.
 - 2.5.10. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.
 - 2.5.11. The Contractor must include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:
 - 2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)
 - 2.5.11.2. Probation and parole
 - 2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above.

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Exhibit A

- 2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract.
- 2.5.14. The Contractor shall not deny services to an adolescent due to:
- 2.5.14.1. The parent's inability and/or unwillingness to pay the fee;
 - 2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.
- 2.5.15. The Contractor must provide services to eligible clients who:
- 2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;
 - 2.5.15.2. Have co-occurring mental health disorders; and/or
 - 2.5.15.3. Are on medications, and are taking those medications as prescribed regardless of the class of medication.
- 2.5.16. The Contractor must provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal space such as kitchens, group rooms, and recreation may be shared but at separate times.
- 2.6. **Waitlists**
- 2.6.1. The Contractor will maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.
- 2.6.2. The Contractor will track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4
- 2.6.3. The Contractor will report to the Department monthly:
- 2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.
 - 2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.
- 2.7. **Assistance with Enrolling in Insurance Programs**



Exhibit A

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

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

2.8. Service Delivery Activities and Requirements

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

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

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

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

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

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

2.8.3.1.1. specific, (clearly defining what will be done)

2.8.3.1.2. measurable (including clear criteria for progress and completion)



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- 2.8.3.1.3. attainable (within the individual's ability to achieve)
- 2.8.3.1.4. realistic (the resources are available to the individual), and
- 2.8.3.1.5. timely (this is something that needs to be done and there is a stated time frame for completion that is reasonable).
- 2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.
- 2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates much include:
 - 2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
 - 2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.
 - 2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
 - 2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.
- 2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.
 - 2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:



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- 2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.3. Medication assisted treatment provider.
- 2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.
- 2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization or third party insurance, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in

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- compliance with state, federal laws and state and federal rules.
- 2.8.4.1.7. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, as applicable and allowable with consent provided pursuant to 42 CFR Part 2.
- 2.8.4.2. The Contractor must clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4 above.
- 2.8.5. The Contractor must complete continuing care, transfer, and discharge plans for all Services in Section 2.3 that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:
- 2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.
- 2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:
- 2.8.5.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or
- 2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and/or
- 2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely



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be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

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

2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

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

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

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

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- 2.8.5.4. Include clear documentation that explains why continued services/transfer/ or discharge is necessary for Recovery Support Services.
- 2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:
- 2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center <https://www.samhsa.gov/ebp-resource-center>
- 2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or
- 2.8.6.3. The substance use disorder treatment service provider shall be able to document the services' effectiveness based on the following:
- 2.8.6.3.1. The service is based on a theoretical perspective that has validated research; or
- 2.8.6.3.2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness.
- 2.8.7. The Contractor shall deliver services in this Contract in accordance with:
- 2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: <http://www.asamcriteria.org/>
- 2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at <http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS->
- 2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1>
- 2.8.7.4. The Requirements in Exhibit A-1.
- 2.9. Client Education
- 2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of:
- 2.9.1.1. Hepatitis C Virus (HCV)



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- 2.9.1.2. Human Immunodeficiency Virus (HIV)
- 2.9.1.3. Sexually Transmitted Diseases (STD)
- 2.9.1.4. Tobacco Education Tools that include:
 - 2.9.1.4.1. Assess clients for motivation in stopping the use of tobacco products;
 - 2.9.1.4.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and
 - 2.9.1.4.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

2.10. Tobacco Free Environment

- 2.10.1. The Contractor must ensure a tobacco-free environment by having policies and procedures that at a minimum:
 - 2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;
 - 2.10.1.2. Apply to employees, clients and employee or client visitors;
 - 2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.
 - 2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.
 - 2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.
 - 2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:
 - 2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.
 - 2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.
 - 2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.

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- 2.10.1.B.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.
- 2.10.1.7. Prohibit tobacco use in any company vehicle.
- 2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.
- 2.10.2. The Contractor must post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.

3. Staffing

- 3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this RFA as follows:
 - 3.1.1. At least one:
 - 3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); or
 - 3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;
 - 3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served.
 - 3.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.
 - 3.1.4. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section B.1.2).
 - 3.1.5. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.
 - 3.1.6. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1, and evidence based practices, at a minimum:
 - 3.1.6.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;
 - 3.1.6.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;
- 3.2. The Contractor shall provide training to staff on:
 - 3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;



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- 3.2.2. The 12 core functions as described in *Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice*, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171> and
- 3.2.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.
- 3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.
- 3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.
- 3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.
- 3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor must have student interns complete an approved ethics course and an approved course on the 12 core functions as described in *Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice* in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.
- 3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions as described in *Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice* in Section 3.2.2, and information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.



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- 3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders, and state and federal laws, and rules relating to confidentiality
- 3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:
 - 3.9.1. The contract requirements.
 - 3.9.2. All other relevant policies and procedures provided by the Department.
- 3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

- 4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.
- 4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.
- 4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

5. Web Information Technology

- 5.1. The Contractor shall use the Web Information Technology System (WITS) to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.
- 5.2. The Contractor shall, before providing services, obtain written informed consent from the client stating that the client understands that:
 - 5.2.1. The WITS system is administered by the State of New Hampshire;
 - 5.2.2. State employees have access to all information that is entered into the WITS system;
 - 5.2.3. Any information entered into the WITS system becomes the property of the State of New Hampshire.
- 5.3. The Contractor shall have any client whose information is entered into the WITS system complete a WITS consent to the Department.



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5.3.1. Any client refusing to sign the informed consent in 5.2 and/or consent in 5.3:

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

5.3.1.2. Shall not receive services under this contract.

5.3.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.3.1.2 shall be assisted in finding alternative payers for the required services.

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

6. Reporting

6.1. The Contractor shall report on the following:

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

6.1.1.1. 100% of all clients at admission

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

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

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

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

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

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

6.1.3.1.1. Abuse;

6.1.3.1.2. Neglect;

6.1.3.1.3. Exploitation;

6.1.3.1.4. Rights violation;

6.1.3.1.5. Missing person;

6.1.3.1.6. Medical emergency;

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- 6.1.3.1.7. Restraint; or
- 6.1.3.1.8. Medical error.
- 6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.6. Sentinel events to the Department as follows:
 - 6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;
 - 6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:
 - 6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;
 - 6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;
 - 6.1.6.2.3. Location, date, and time of the event;
 - 6.1.6.2.4. Description of the event; including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;
 - 6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and
 - 6.1.6.2.6. The identification of any media that had reported the event;
 - 6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at <https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf> to the bureau
 - 6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and
 - 6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and

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

7. Quality Improvement

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

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

7.1.2. Participation in site visits

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

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

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

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

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

8. Maintenance of Fiscal Integrity

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

8.1.1. Days of Cash on Hand:

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

8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments



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on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

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

8.1.2. Current Ratio:

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

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

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

8.1.3. Debt Service Coverage Ratio:

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

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

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

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

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

8.1.4. Net Assets to Total Assets:

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

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

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



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- 8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
- 8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 8.2. In the event that the Contractor does not meet either:
- 8.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
- 8.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then
- 8.2.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
- 8.2.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.
- 8.2.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
- 8.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 8.3. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.
- 8.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

9. Performance Measures

- 9.1. The Contractor's contract performance shall be measured as in Section 9.2 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.
- 9.2. For the first year of the contract only, the data, as collected in WITS, will be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:

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- 9.2.1. Access to Services: % of clients accepting services who receive any service, other than evaluation, within 10 days of screening.
 - 9.2.2. Engagement: % of clients receiving any services, other than evaluation, on at least 2 separate days within 14 days of screening
 - 9.2.3. Clinically Appropriate Services: % clients receiving ASAM Criteria Identified SUD services (as identified by initial or subsequent ASAM LoC Criteria determination) within 30 days of screening.
 - 9.2.4. Client Retention: % of currently enrolled clients receiving any type of SUD services, other than evaluation, on at least 4 separate days within 45 days of initial screening.
 - 9.2.5. Treatment Completion: Total # of discharged (dis-enrolled) clients completing treatment
 - 9.2.6. National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:
 - 9.2.6.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service
 - 9.2.6.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service
 - 9.2.6.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service
 - 9.2.6.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service.
 - 9.2.6.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service



Exhibit A-1 Operational Requirements

The Contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.
 - 1.1. The Contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:
 - 1.1.1. Ownership;
 - 1.1.2. Physical location;
 - 1.1.3. Name.
 - 1.2. When there is a new administrator, the following shall apply:
 - 1.2.1. The Contractor shall provide the department with immediate notice when an administrator position becomes vacant;
 - 1.2.2. The Contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
 - 1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
 - 1.2.2.2. A resume identifying the name and qualifications of the new administrator, and
 - 1.2.2.3. Copies of applicable licenses for the new administrator;
 - 1.2.3. When there is a change in the name, the Contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
 - 1.2.4. When a Contractor discontinues a contracted program, it shall submit to the department:
 - 1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
 - 1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 - 12.10 below and with the consent of the client.
2. Inspections.
 - 2.1. For the purpose of determining compliance with the contract, the Contractor shall admit and allow any department representative at any time to inspect the following:
 - 2.1.1. The facility premises;
 - 2.1.2. All programs and services provided under the contract; and
 - 2.1.3. Any records required by the contract.
 - 2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the Contractor is in violation of any of the contract requirements.
 - 2.3. If the notice identifies deficiencies to be corrected, the Contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.
3. Administrative Remedies.
 - 3.1. The department shall impose administrative remedies for violations of contract requirements, including:
 - 3.1.1. Requiring a Contractor to submit a plan of correction (POC);
 - 3.1.2. Imposing a directed POC upon a Contractor;
 - 3.1.3. Suspension of a contract; or
 - 3.1.4. Revocation of a contract.



Exhibit A-1 Operational Requirements

- 3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
 - 3.2.1. Identifies each deficiency;
 - 3.2.2. Identifies the specific remedy(s) that has been proposed; and
 - 3.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 641-A and He-C 200.
- 3.3. A POC shall be developed and enforced in the following manner:
 - 3.3.1. Upon receipt of a notice of deficiencies, the Contractor shall submit a written POC within 21 days of the date on the notice describing:
 - 3.3.1.1. How the Contractor intends to correct each deficiency;
 - 3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
 - 3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
 - 3.3.2. The department shall review and accept each POC that:
 - 3.3.2.1. Achieves compliance with contract requirements;
 - 3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
 - 3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
 - 3.3.2.4. Specifies the date upon which the deficiencies will be corrected;
- 3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;
- 3.5. If the POC is not acceptable, the department shall notify the Contractor in writing of the reason for rejecting the POC;
- 3.6. The Contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;
- 3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;
- 3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the Contractor shall be subject to a directed POC in accordance with 3.12 below;
- 3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
 - 3.9.1. Reviewing materials submitted by the Contractor;
 - 3.9.2. Conducting a follow-up inspection; or
 - 3.9.3. Reviewing compliance during the next scheduled inspection;
- 3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the Contractor in the plan; and
- 3.11. If the POC or revised POC has not been implemented by the completion date, the Contractor shall be issued a directed POC in accordance with 3.12 below.
- 3.12. The department shall develop and impose a directed POC that specifies corrective actions for the Contractor to implement when:
 - 3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
 - 3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or



Exhibit A-1 Operational Requirements

- 3.12.3. A revised POC submitted has not been accepted.
4. Duties and Responsibilities of All Contractors.
- 4.1. The Contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
- 4.2. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
- 4.3. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.
- 4.4. The Contractor shall develop and implement written policies and procedures governing its operation and all services provided.
- 4.5. All policies and procedures shall be reviewed, revised, and trained on per Contractor policy.
- 4.6. The Contractor shall:
- 4.6.1. Employ an administrator responsible for the day-to-day operation of the Contractor;
- 4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
- 4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
- 4.7. The Contractor shall post the following documents in a public area:
- 4.7.1. A copy of the Contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
- 4.7.2. The Contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
- 4.8. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
- 4.9. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
- 4.10. The Contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
- 4.11. The Contractor shall:
- 4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
- 4.11.2. Submit additional information if required by the department; and
- 4.11.3. Report the event to other agencies as required by law.
- 4.12. The Contractor shall implement policies and procedures for reporting:
- 4.12.1. Suspected child abuse, neglect or exploitation; in accordance with RSA 169-C:29-30; and
- 4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.



Exhibit A-1 Operational Requirements

- 4.13. The Contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
- 4.14. For residential programs, if the Contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease caused by the growth of microorganisms in the body which might or might not be contagious, the Contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.
- 4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;
- 4.16. A Contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.
- 4.17. The Contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.
- 4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with this contract.
- 4.19. Any Contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:
 - 4.19.1. Procedures for backing up files to prevent loss of data;
 - 4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and
 - 4.19.3. Systems to prevent tampering with information pertaining to clients and staff.
- 4.20. The Contractor's service site(s) shall:
 - 4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;
 - 4.20.2. Have a reception area separate from living and treatment areas;
 - 4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;
 - 4.20.4. Have secure storage of active and closed confidential client records; and
 - 4.20.5. Have separate and secure storage of toxic substances.
- 4.21. The Contractor shall establish and monitor a code of ethics for the Contractor and its staff, as well as a mechanism for reporting unethical conduct.
- 4.22. The Contractor shall maintain specific policies on the following:
 - 4.22.1. Client rights, grievance and appeals policies and procedures;
 - 4.22.2. Progressive discipline, leading to administrative discharge;
 - 4.22.3. Reporting and appealing staff grievances;
 - 4.22.4. Policies on client alcohol and other drug use while in treatment;
 - 4.22.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 2.11;
 - 4.22.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;



Exhibit A-1 Operational Requirements

- 4.22.7. Policies and procedures for holding a client's possessions;
 - 4.22.8. Secure storage of staff medications;
 - 4.22.9. A client medication policy;
 - 4.22.10. Urine specimen collection, as applicable, that:
 - 4.22.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
 - 4.22.10.2. Minimize falsification;
 - 4.22.11. Safety and emergency procedures on the following:
 - 4.22.11.1. Medical emergencies;
 - 4.22.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
 - 4.22.11.3. Reporting employee injuries;
 - 4.22.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
 - 4.22.11.5. Emergency closings;
 - 4.22.11.6. Posting of the above safety and emergency procedures.
 - 4.22.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
 - 4.22.13. Procedures related to quality assurance and quality improvement.
5. Collection of Fees.
- 5.1. The Contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
 - 5.2. At the time of screening and admission the Contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.
6. Client Screening and Denial of Services.
- 6.1. Contractors shall maintain a record of all client screenings, including:
 - 6.1.1. The client name and/or unique client identifier;
 - 6.1.2. The client referral source;
 - 6.1.3. The date of initial contact from the client or referring agency;
 - 6.1.4. The date of screening;
 - 6.1.5. The result of the screening, including the reason for denial of services if applicable;
 - 6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with regional access point and interim services or reason that such a referral was not made;
 - 6.1.7. Record of all client contacts between screening and removal from the waitlist; and
 - 6.1.8. Date client was removed from the waitlist and the reason for removal
 - 6.2. For any client who is denied services, the Contractor is responsible for:
 - 6.2.1. Informing the client of the reason for denial;
 - 6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
 - 6.3. The Contractor shall not deny services to a client solely because the client:
 - 6.3.1. Previously left treatment against the advice of staff;
 - 6.3.2. Relapsed from an earlier treatment;



Exhibit A-1 Operational Requirements

- 6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
- 6.3.4. Has been diagnosed with a mental health disorder.
- 6.4. The Contractor shall report on 6.1 and 6.2 above at the request of the department.
- 7. Personnel Requirements.
 - 7.1. The Contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
 - 7.1.1. Job title;
 - 7.1.2. Physical requirements of the position;
 - 7.1.3. Education and experience requirements of the position;
 - 7.1.4. Duties of the position;
 - 7.1.5. Positions supervised; and
 - 7.1.6. Title of immediate supervisor.
 - 7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
 - 7.2.1. Requiring a prospective employee to sign a release to allow the Contractor to obtain his or her criminal record;
 - 7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
 - 7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
 - 7.2.3.1. Felony convictions in this or any other state;
 - 7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
 - 7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
 - 7.2.4. Waiver of 7.2.3 above for good cause shown.
 - 7.3. All staff, including contracted staff, shall:
 - 7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
 - 7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
 - 7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
 - 7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
 - 7.3.4.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
 - 7.3.4.2. The Contractor's policies on client rights and responsibilities and complaint procedures;
 - 7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
 - 7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.



Exhibit A-1 Operational Requirements

- 7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
- 7.3.4.6. Topics covered by both the administrative and personnel manuals;
- 7.3.4.7. The Contractor's infection prevention program;
- 7.3.4.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
- 7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:28; and
- 7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;
- 7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.
- 7.4. Prior to having contact with clients, employees and contracted employees shall:
 - 7.4.1. Submit to the Contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:
 - 7.4.1.1. The name of the examinee;
 - 7.4.1.2. The date of the examination;
 - 7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;
 - 7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and
 - 7.4.1.5. The dated signature of the licensed health practitioner;
 - 7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
 - 7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.
- 7.5. Employees, contracted employees, volunteers and independent Contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.
- 7.6. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:
 - 7.6.1. A completed application for employment or a resume, including:
 - 7.6.2. Identification data; and
 - 7.6.3. The education and work experience of the employee;
 - 7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:
 - 7.6.4.1. Position title;
 - 7.6.4.2. Qualifications and experience; and
 - 7.6.4.3. Duties required by the position;
 - 7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;



Exhibit A-1 Operational Requirements

- 7.6.6. A signed and dated record of orientation as required by 7.3.4 above;
- 7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;
- 7.6.8. Records of screening for communicable diseases results required in 7.4 above;
- 7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;
- 7.6.10. Documentation of annual in-service education as required by 7.3.6 above;
- 7.6.11. Information as to the general content and length of all continuing education or educational programs attended;
- 7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
- 7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:
 - 7.6.13.1. Does not have a felony conviction in this or any other state;
 - 7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and
 - 7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
- 7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.
- 7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.
- 8. Clinical Supervision.
 - 8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:
 - 8.1.1. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.
 - 8.1.2. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan.
 - 8.1.3. Unlicensed counselors shall receive at least one hour of supervision for every 20 hours of direct client contact;
 - 8.1.4. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
 - 8.1.5. Supervision shall include following techniques:
 - 8.1.5.1. Review of case records;
 - 8.1.5.2. Observation of interactions with clients;
 - 8.1.5.3. Skill development; and
 - 8.1.5.4. Review of case management activities; and
 - 8.1.6. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;
 - 8.1.7. Individuals licensed or certified shall receive supervision in accordance with the requirement of their licensure.

9. Clinical Services.

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Exhibit A-1 Operational Requirements

- 9.1. Each Contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.
- 9.2. All clinical services provided shall:
 - 9.2.1. Focus on the client's strengths;
 - 9.2.2. Be sensitive and relevant to the diversity of the clients being served;
 - 9.2.3. Be client and family centered;
 - 9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and
- 9.3. Upon a client's admission, the Contractor shall conduct a client orientation, either individually or by group, to include the following:
 - 9.3.1. Rules, policies, and procedures of the Contractor, program, and facility;
 - 9.3.2. Requirements for successfully completing the program;
 - 9.3.3. The administrative discharge policy and the grounds for administrative discharge;
 - 9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
 - 9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
 - 9.3.6. Upon a client's admission to treatment, the Contractor shall conduct an HIV/AIDS screening; to include:
 - 9.3.7. The provision of information;
 - 9.3.8. Risk assessment;
 - 9.3.9. Intervention and risk reduction education, and
 - 9.3.10. Referral for testing, if appropriate, within 7 days of admission;
10. Treatment and Rehabilitation.
 - 10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addition Counseling Competencies available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1> which addresses all ASAM domains.
 - 10.2. Treatment plans shall be developed as follows:
 - 10.2.1. Within 7 days following admission to any residential program; and
 - 10.2.2. No later than the third session of an ambulatory treatment program.
 - 10.3. Individual treatment plans shall contain, at a minimum, the following elements:
 - 10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
 - 10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
 - 10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
 - 10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
 - 10.3.5. Identifies referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
 - 10.3.6. Provides the criteria for terminating specific interventions; and
 - 10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.



Exhibit A-1 Operational Requirements

- 10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
- 10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
- 10.5. Treatment plan updates shall include:
 - 10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
 - 10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.
 - 10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
 - 10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 10.6. In addition to the individualized treatment planning in 10.3 above, all Contractors shall provide client education on:
 - 10.6.1. Substance use disorders;
 - 10.6.2. Relapse prevention;
 - 10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;
 - 10.6.4. Sexually transmitted diseases;
 - 10.6.5. Emotional, physical, and sexual abuse;
 - 10.6.6. Nicotine use disorder and cessation options;
 - 10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy
- 10.7. Group education and counseling
 - 10.7.1. The Contractor shall maintain an outline of each educational and group therapy session provided.
 - 10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.
- 10.8. Progress notes
 - 10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.
 - 10.8.2. Each progress note shall contain the following components:
 - 10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;
 - 10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and
 - 10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and



Exhibit A-1 Operational Requirements

- 10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.
11. Client Discharge and Transfer.
 - 11.1. A client shall be discharged from a program for the following reasons:
 - 11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;
 - 11.1.2. Program termination, including:
 - 11.1.2.1. Administrative discharge;
 - 11.1.2.2. Non-compliance with the program;
 - 11.1.2.3. The client left the program before completion against advice of treatment staff; and
 - 11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and
 - 11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:
 - 11.2.1. The dates of admission and discharge or transfer;
 - 11.2.2. The client's psychosocial substance abuse history and legal history;
 - 11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;
 - 11.2.4. The reason for discharge or transfer;
 - 11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;
 - 11.2.6. A summary of the client's physical condition at the time of discharge or transfer;
 - 11.2.7. A continuing care plan, including all ASAM domains;
 - 11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and
 - 11.2.9. The dated signature of the counselor completing the summary.
 - 11.3. The discharge summary shall be completed:
 - 11.3.1. No later than 7 days following a client's discharge or transfer from the program; or
 - 11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.
 - 11.4. When transferring a client, either from one level of care to another within the same certified Contractor agency or to another treatment Contractor, the counselor shall:
 - 11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and
 - 11.4.2. Update the client assessment and treatment plan.
 - 11.5. When transferring a client to another treatment Contractor, the current Contractor shall forward copies of the following information to the receiving Contractor, only after a release of confidential information is signed by the client:
 - 11.5.1. The discharge summary;
 - 11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
 - 11.5.3. A diagnostic assessment statement and other assessment information, including:
 - 11.5.3.1. TB test results;
 - 11.5.3.2. A record of the client's treatment history; and



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- 11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:
 - 11.6.1. Includes recommendations for continuing care in all ASAM domains;
 - 11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
 - 11.6.3. Assists the client in making contact with other agencies or services.
- 11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.
- 11.8. A Contractor may administratively discharge a client from a program only if:
 - 11.8.1. The client's behavior on program premises is abusive, violent, or illegal;
 - 11.8.2. The client is non-compliant with prescription medications;
 - 11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or
 - 11.8.4. The client violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.
- 12. Client Record System.
 - 12.1. Each Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

 - 12.1.1. Organized into related sections with entries in chronological order;
 - 12.1.2. Easy to read and understand;
 - 12.1.3. Complete, containing all the parts; and
 - 12.1.4. Up-to-date, including notes of most recent contacts.
 - 12.2. The client record shall include, at a minimum, the following components, organized as follows:
 - 12.2.1. First section, Intake/Initial Information:
 - 12.2.1.1. Identification data, including the client's:
 - 12.2.1.1.1. Name;
 - 12.2.1.1.2. Date of birth;
 - 12.2.1.1.3. Address;
 - 12.2.1.1.4. Telephone number; and
 - 12.2.1.1.5. The last 4 digits of the client's Social Security number;
 - 12.2.1.2. The date of admission;
 - 12.2.1.3. If either of these have been appointed for the client, the name and address of:
 - 12.2.1.3.1. The guardian; and
 - 12.2.1.3.2. The representative payee;
 - 12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;
 - 12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;
 - 12.2.1.6. The name, address, and telephone number of the primary health care Contractor;



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- 12.2.1.7. The name, address, and telephone number of the behavioral health care Contractor, if applicable;
- 12.2.1.8. The name and address of the client's public or private health insurance Contractor(s), or both;
- 12.2.1.9. The client's religious preference, if any;
- 12.2.1.10. The client's personal health history;
- 12.2.1.11. The client's mental health history;
- 12.2.1.12. Current medications;
- 12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and
- 12.2.1.14. Signed receipt of notification of client rights;
- 12.2.2. Second section, Screening/Assessment/Evaluation:
 - 12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;
- 12.2.3. Third section, Treatment Planning:
 - 12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and
 - 12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;
- 12.2.4. Fourth section, Discharge Planning:
 - 12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;
- 12.2.5. Fifth section, Releases of Information/Miscellaneous:
 - 12.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
 - 12.2.5.2. Any correspondence pertinent to the client; and
 - 12.2.5.3. Any other information the Contractor deems significant.
- 12.3. If the Contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.
- 12.4. If the Contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.
- 12.5. All client records maintained by the Contractor or its sub-Contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.
- 12.6. All confidential information shall be maintained within a secure storage system at all times as follows:
 - 12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;
 - 12.6.2. All electronic files shall be password protected; and
 - 12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.
 - 12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:
 - 12.6.4.1. For a minimum of 7 years for an adult; and
 - 12.6.4.2. For a minimum of 7 years after age of majority for children.
- 12.7. In the event of a program closure, the Contractor closing its treatment program shall arrange for the continued management of all client records. The closing Contractor



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- shall notify the department in writing of the address where records will be stored and specify the person managing the records.
- 12.8. The closing Contractor shall arrange for storage of each record through one or more of the following measures:
- 12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;
 - 12.8.2. Transfer records of clients who have given written consent to another Contractor; or
 - 12.8.3. Enter into a limited service organization agreement with another Contractor to store and manage records.
13. Medication Services.
- 13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.
- 13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:
- 13.2.1. The client's name;
 - 13.2.2. The medication name and strength;
 - 13.2.3. The prescribed dose;
 - 13.2.4. The route of administration;
 - 13.2.5. The frequency of administration; and
 - 13.2.6. The date ordered.
- 13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.
- 13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:
- 13.4.1. All medications shall be kept in a storage area that is:
 - 13.4.1.1. Locked and accessible only to authorized personnel;
 - 13.4.1.2. Organized to allow correct identification of each client's medication(s);
 - 13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
 - 13.4.1.4. Equipped to maintain medication at the proper temperature;
 - 13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
 - 13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
- 13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.
- 13.6. Over-the-counter (OTC) medications shall be handled in the following manner:
- 13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;
 - 13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.



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- 13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;
- 13.7. All medications self-administered by a client, with the exception of nitroglycerin, epipens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:
 - 13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;
 - 13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;
 - 13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;
- 13.8. For each medication taken, staff shall document in an individual client medication log the following:
 - 13.8.1. The medication name, strength, dose, frequency and route of administration;
 - 13.8.2. The date and the time the medication was taken;
 - 13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
 - 13.8.4. The reason for any medication refused or omitted.
- 13.9. Upon a client's discharge:
 - 13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and
 - 13.9.2. The client shall be given any remaining medication to take with him or her
- 14. Notice of Client Rights
 - 14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:
 - 14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;
 - 14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;
 - 14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and
 - 14.2. Every program within the service delivery system shall post notice of the rights, as follows:
 - 14.2.1. The notice shall be posted continuously and conspicuously;
 - 14.2.2. The notice shall be presented in clear, understandable language and form; and
 - 14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.
- 15. Fundamental Rights.
 - 15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.
- 18. Personal Rights.
 - 18.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.
 - 18.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:



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- 16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
- 16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
- 16.2.3. Freedom from personal or financial exploitation.
- 16.3. Clients shall have the right to privacy.
- 17. Client Confidentiality
 - 17.1. All Contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
 - 17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
 - 17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
 - 17.3.1. The minor's signature alone shall authorize a disclosure; and
 - 17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.
- 18. Client Grievances
 - 18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
 - 18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
 - 18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.
- 19. Treatment Rights
 - 19.1. Each client shall have the right to adequate and humane treatment, including:
 - 19.1.1. The right of access to treatment including:
 - 19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
 - 19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
 - 19.1.2. The right to quality treatment including:
 - 19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
 - 19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
 - 19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
 - 19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 - 10.5 above which addresses the client's own goals;
 - 19.1.8. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;



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- 19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
 - 19.1.7.1. Freedom of movement; and
 - 19.1.7.2. Participation in the community, while providing the level of support needed by the client;
- 19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
 - 19.1.8.1. Whenever possible, the consent shall be given in writing; and
 - 19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
- 19.1.9. The right to refuse to participate in any form of experimental treatment or research;
- 19.1.10. The right to be fully informed of one's own diagnosis and prognosis;
- 19.1.11. The right to voluntary placement including the right to:
 - 19.1.11.1. Seek changes in placement, services or treatment at any time; and
 - 19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
- 19.1.12. The right to services which promote independence including services directed toward:
 - 19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
 - 19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;
- 19.1.13. The right to refuse medication and treatment;
- 19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
- 19.1.15. The right to consultation and second opinion including:
 - 19.1.15.1. At the client's own expense, the consultative services of:
 - 19.1.15.1.1. Private physicians;
 - 19.1.15.1.2. Psychologists;
 - 19.1.15.1.3. Licensed drug and alcohol counselors; and
 - 19.1.15.1.4. Other health practitioners; and
 - 19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;
- 19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
 - 19.1.16.1. Guardian;
 - 19.1.16.2. Representative;
 - 19.1.16.3. Attorney;
 - 19.1.16.4. Family member;
 - 19.1.16.5. Advocate; or
 - 19.1.16.6. Consultant; and



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- 19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.
- 19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.
- 19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.
- 19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:
 - 19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;
 - 19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;
 - 19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;
 - 19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;
 - 19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:
 - 19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and
 - 19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;
 - 19.4.6. The guardian shall act in a manner that furthers the best interests of the client;
 - 19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;
 - 19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and
 - 19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.
- 20. Termination of Services.
 - 20.1. A client shall be terminated from a Contractor's service if the client:
 - 20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;
 - 20.1.2. Is no longer benefiting from the service(s) he or she is receiving;
 - 20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;
 - 20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or
 - 20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.



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- 20.2. A termination from a Contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
 - 20.2.1. Give the effective date of termination;
 - 20.2.2. List the clinical or management reasons for termination; and
 - 20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.
- 20.3. A Contractor shall document in the record of a client who has been terminated that:
 - 20.3.1. The client has been notified of the termination; and
 - 20.3.2. The termination has been approved by the program director.
- 21. Client Rights in Residential Programs.
 - 21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
 - 21.1.1. The right to a safe, sanitary and humane living environment;
 - 21.1.2. The right to privately communicate with others, including:
 - 21.1.2.1. The right to send and receive unopened and uncensored correspondence;
 - 21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
 - 21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
 - 21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
 - 21.1.4. The right to privacy, including the following:
 - 21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
 - 21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
 - 21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
 - 21.1.5. The right to individual choice, including the following:
 - 21.1.5.1. The right to keep and wear their own clothes;
 - 21.1.5.2. The right to space for personal possessions;
 - 21.1.5.3. The right to keep and to read materials of their own choosing;
 - 21.1.5.4. The right to keep and spend their own money; and
 - 21.1.5.5. The right not to work and to be compensated for any work performed, except that:
 - 21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and
 - 21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and
 - 21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.



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- 21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.
 - 21.3. Clients shall be informed of any house policies upon admission to the residence.
 - 21.4. House policies shall be posted and such policies shall be in conformity with this section.
 - 21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.
 - 21.6. Notwithstanding Section 21.1.4.3 above, Contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:
 - 21.6.1. Upon the client's admission to the program; and
 - 21.6.2. If probable cause exists, including such proof as:
 - 21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or
 - 21.6.2.2. Showing physical signs of intoxication or withdrawal.
22. State and Federal Requirements
- 22.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.
 - 22.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:
 - 21.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
 - 21.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
 - 21.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.
 - 21.2.4. The program provides or arranges for child care with the women are receiving services.
 - 21.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
 - 21.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.
 - 21.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
 - 21.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.



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- 22.3. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.
- 22.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:
 - 22.4.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.
 - 22.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:
 - 22.4.2.1. 14 days after making the request; or
 - 22.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program
 - 22.4.3. The program offers interim services that include, at a minimum, the following:
 - 22.4.3.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur.
 - 22.4.3.2. Referral for HIV or TB treatment services, if necessary
 - 22.4.3.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women
 - 22.4.4. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.
 - 22.4.5. The program has a mechanism that enables it to:
 - 22.4.5.1. Maintain contact with individuals awaiting admission
 - 22.4.5.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.
 - 22.4.5.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:
 - 22.4.5.3.1. Such persons cannot be located for admission into treatment or
 - 22.4.5.3.2. Such persons refuse treatment
 - 22.4.6. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.
 - 22.4.7. The program has procedures for:
 - 22.4.7.1. Selecting, training, and supervising outreach workers.



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- 22.4.7.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.
- 22.4.7.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.
- 22.4.7.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.
- 22.4.8. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services to each individual receiving treatment for substance abuse:
 - 22.4.8.1. Counseling the individual with respect to TB.
 - 22.4.8.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.
 - 22.4.8.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.
- 22.4.9. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.
- 22.4.10. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:
 - 22.4.10.1. Screening patients and identification of those individuals who are at high risk of becoming infected.
 - 22.4.10.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.
 - 22.4.10.3. Case management activities to ensure that individuals receive such services.
 - 22.4.10.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.
- 22.4.11. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:
 - 22.4.11.1. To pregnant and injecting drug users first.
 - 22.4.11.2. To other pregnant substance users second.
 - 22.4.11.3. To other injecting drug users third.
 - 22.4.11.4. To all other individuals fourth.
- 22.4.12. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.
- 22.4.13. The program makes available interim services within 48 hours to pregnant women who cannot be admitted because of lack of capacity.
- 22.4.14. The program makes continuing education in treatment services available to employees who provide the services.
- 22.4.15. The program has in effect a system to protect patient records from inappropriate disclosure, and the system.



Exhibit A-1 Operational Requirements

- 22.4.15.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.
- 22.4.15.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.
- 22.4.16. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:
 - 22.4.16.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.
 - 22.4.16.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.
 - 22.4.16.3. A physician makes a determination that the following conditions have been met:
 - 22.4.16.3.1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.
 - 22.4.16.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
 - 22.4.16.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.
 - 22.4.16.3.4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.
 - 22.4.16.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)
- 22.4.17. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.
- 22.4.18. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.
- 22.4.19. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.
- 22.4.20. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.
- 22.4.21. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.
- 22.4.22. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.



Exhibit A-1 Operational Requirements

- 22.4.23. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:
- 22.4.23.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.
 - 22.4.23.2. Secure from patients of clients payments for services in accordance with their ability to pay.
- 22.4.24. The Contractor shall comply with all relevant state and federal laws such as but not limited to:
- 22.4.24.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.
 - 22.4.24.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.
 - 22.4.24.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
 - 2.1. New Hampshire General Funds;
 - 2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
 - 2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and
 - 2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.
3. Non Reimbursement for Services:
 - 3.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
 - 3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
 - 3.1.2. Services covered by Medicare for clients who are eligible for Medicare
 - 3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1 Service Fee Table set by the Department.
 - 3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1 Service Fee Table, unless otherwise stated.
 - 4.1. The Contractor agrees the fees for services are all-inclusive contract rates to deliver the services (except for Clinical Evaluation which is an

[Signature]



Exhibit B

activity that is billed for separately) and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1 Service Fee Table.
 - 5.1. The Contractor shall:
 - 5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department
 - 5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.
 - 5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.
 - 5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract as follows:
 - 5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1.
 - 5.2.2. Second: Charge the client according to Exhibit B, Section 7, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.
 - 5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1, Service Fee Table less the amount paid by private insurer and the amount paid by the client).
 - 5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Section 7 Sliding Fee Scale for the client's applicable income level.



Exhibit B

- 5.4. The Contractor will assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.
 - 5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.
 - 5.6. The Contractor will provide to clients, upon request, copies of their financial accounts.
 - 5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1.
 - 5.8. In the event of an overpayment wherein the combination of all payments received by the Contractor for a given service exceeds the Contract Rate stated in Exhibit B-1, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.
 - 5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.
 - 5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.
6. **Additional Billing Information: Intensive Case Management Services:**
- 6.1. The Contractor shall charge in accordance with Section 5 above for intensive case management under this contract only for clients who have been admitted to programs in accordance to Exhibit A, Scope of Services and after billing other public and private insurance.
 - 6.2. The Department will not pay for intensive case management provided to a client prior to admission.



Exhibit B

6.3. The Contractor will bill for intensive case management only when the service is authorized by the Department.

7. Sliding Fee Scale

7.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B Section 5 above.

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

Percentage of Client's Income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0% - 138%	0%
139% - 149%	6%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

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

8. Submitting Charges for Payment

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

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

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

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

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



Exhibit B

- 8.1.5. Submit separate batches for each billing month.
- 8.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.
- 8.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.
9. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.
10. Funds in this contract may not be used to replace funding for a program already funded from another source.
11. The Contractor will keep detailed records of their activities related to Department funded programs and services.
12. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
13. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.
14. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
 - 14.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
 - 14.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
 - 14.2.1. Make cash payments to intended recipients of substance abuse services.
 - 14.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
 - 14.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for



Exhibit B

Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.

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

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

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



Exhibit B-1

Service Fee Table

1. The Contract Rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services under this Contract in Exhibit B.

Table A

Service	Contract Rate: Maximum Allowable Charge	Unit
Clinical Evaluation	\$275.00	Per evaluation
Individual Outpatient	\$22.00	15 min
Group Outpatient	\$6.60	15 min
Intensive Outpatient	\$104.00	Per day; only on those days when the client attends individual and/or group counseling associated with the program.
Partial Hospitalization	\$223.00	Per day; and only on those days when the client attends individual and/or group counseling associated with the program.
High-Intensity Residential Adult, (excluding Pregnant and Parenting Women), for clinical services and room and board	\$164.00	Per day
Medically Monitored Inpatient Withdrawal Management (ASAM Level 3.7 WM)	\$215.00	Per day
Recovery Support Services: Individual Intensive Case Management	\$18.60	15 min
Recovery Support Services: Group Intensive Case Management	\$5.60	15 min



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedure.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retrospective Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amount reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.8. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$600,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13168, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis

New Hampshire Department of Health and Human Services
Exhibit C



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds effected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. **Renewal:** The Department reserves the right to extend the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

[Handwritten Signature]



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEEES 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 03301-6806

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

New Hampshire Department of Health and Human Services
Exhibit D




- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name: Manchester Alcoholism Rehabilitation Center

5/31/18
Date


Name: Elin Treanor
Title: CFO



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medical 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-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: Manchester Alcoholism Rehabilitation Center

6/31/18
Date


Name: Elin Treanor
Title: CFO



**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 Order 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 (11)(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 46 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Manchester Alcoholism Rehabilitation Center

6/31/18
Date


Name: Elin Treanor
Title: CFO



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 6672(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 6108-07), 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

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

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Date 5/31/16

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: Manchester Alcoholism Rehabilitation Center

5/31/18
Date


Name: Elin Treanor
Title: CFO

Exhibit G

Contractor Initials 

Certificate of Compliance with the standards pertaining to Federal Non-Discrimination, Equal Treatment of Public-Sector Organizations and Whistleblower Protections



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Manchester Alcoholism Rehabilitation Center

5/31/18
Date



Name: Ebn Tresnor
Title: CFO



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
- I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below, or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- 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 person used 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.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.528.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

3/2014

Contractor Initials 

Date 5/31/16



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.508 or 45 CFR Section 164.508.
- c. Covered Entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

3/2014

Contractor Initials

Date 5/31/16



Exhibit I

- e. **Severability.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) i, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services
The State

[Signature]
Signature of Authorized Representative

Katja S Fox
Name of Authorized Representative

Director
Title of Authorized Representative

6/31/18
Date

Manchester Alcoholism Rehabilitation Center
Name of the Contractor

[Signature]
Signature of Authorized Representative

Elin Treanor
Name of Authorized Representative

CFO
Title of Authorized Representative

5/31/18
Date

[Handwritten Initials]



CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements; as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Manchester Alcoholism Rehabilitation Center

6/31/18
Date



Name: Elin Treanor
Title: CFO



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 948500265
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 (16 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

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Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 358-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative therefrom disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of Information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of Information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce; The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Department's discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

[Handwritten Signature]

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for Individually Identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doh/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. In all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 308. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify incidents;
2. Determine if personally identifiable information is involved in incidents;
3. Report suspected or confirmed incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of incidents and determine risk-based responses to incidents; and

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

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

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange Issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy Issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security Issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacyOfficer@dhhs.nh.gov

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