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

Jeffrey A. Meyers  
 Commissioner

Katja S. Fox  
 Director

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June 6, 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 \$4,061,167 effective July 1, 2018 or upon Governor and Executive Council approval whichever is later through June 30, 2019. 55.87% 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
Greater Nashua Council on Alcoholism	\$624,599
Headrest	\$147,999
Hope on Haven Hill, Inc.	\$278,641
Manchester Alcoholism Rehabilitation Center	\$1,118,371
North Country Health Consortium	\$287,406
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.	\$162,000
West Central Services, Inc.	\$59,490
Total SFY19	\$4,061,167

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.

**Please see attached financial details.**

**EXPLANATION**

The Department requests approval of twelve (12) agreements with a combined price limitation of \$4,061,167 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. One more agreement will be submitted by the Department as 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, 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, 2016; 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-2019-BDAS-01-SUBST) on the Department of Health and Humans 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 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 by 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.

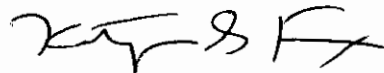
Should the Governor and Executive Council determine to not authorize this Request, the vendors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery.

Area served: Statewide.

Source of Funds: 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-2019-BDAS-01-SUBST

RFA Name

RFA Number

Reviewer Names

1. Jamie Powers, Clinical & Recovery Svcs Admin II, BDAS
2. Julie Lane, Program Specialist III, BHS
3. Shawn Blakey, Prog Specialist IV, Child Bhvl Health
4. Paul Kiernan, Clinical Svcs Spclst, Drug & Alcohol Svcs
5. Abby Shockley, Snr Policy Anlyst, Substnc Use Srv, Observer only

Bidder Name	Maximum Points	Actual Points	Region
1. <u>County of Grafton New Hampshire - Grafton County Department of Corrections</u>	440	270	North Country
2. <u>Dismas Home of New Hampshire, Inc.</u>	440	262	Greater Manchester
3. <u>Manchester Alcoholism Rehabilitation Center</u>	440	338	Greater Manchester
4. <u>Manchester Alcoholism Rehabilitation Center</u>	440	328	Capital
5. <u>FIT/NHNN, Inc.</u>	440	360	Greater Manchester
6. <u>Grafton County New Hampshire - Grafton County Alternative Sentencing</u>	440	290	North Country
7. <u>The Community Council of Nashua, N. H.</u>	440	280	Greater Nashua
8. <u>Halo Educational Systems</u>	440	see below*	Upper Valley
9. <u>Headrest</u>	440	283	Upper Valley
10. <u>Hope on Haven Hill Inc.</u>	440	304	Strafford County
11. <u>Greater Nashua Council on Alcoholism</u>	440	394	Greater Nashua
12. <u>North Country Health Consortium</u>	440	325	North Country
13. <u>North Country Health Consortium</u>	440	295	Carrol County
14. <u>Phoenix Houses of New England, Inc.</u>	440	361	Monadnock
15. <u>Seacoast Youth Services</u>	440	215	Seacoast
16. <u>Seacoast Youth Services</u>	440	215	Strafford County
17. <u>Southeastern New Hampshire Alcohol &amp; Drug Abuse Services</u>	440	320	Seacoast
18. <u>Southeastern Alcohol &amp; Drug Abuse Services</u>	440	370	Strafford
19. <u>West Central Services, Inc.</u>	440	231	Greater Sullivan
20. <u>White Horse Addiction Center, Inc.</u>	440	138**	Carrol County

\*Halo Educational Systems: Application was disqualified as non-responsive.

\*\*White Horse Addiction Center, Inc.: Vendor was not selected.

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-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$48,857		\$48,857
<b>Sub-total</b>			\$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		\$72,381
<b>Sub-total</b>			\$72,381	\$0	\$72,381

Easter Seals of NH  
Manchester  
Alcoholism Rehab  
Ctr/Farnum

Vendor Code: 177204-B005

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

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	\$74,492		\$74,492
<b>Sub-total</b>			\$74,492	\$0	\$74,492

Greater Nashua  
Council on  
Alcoholism

Vendor Code: 166574-B001

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

Headrest, 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	\$44,635		\$44,635
<b>Sub-total</b>			\$44,635	\$0	\$44,635

Attachment A  
Financial Details

Hope on Haven Hill Vendor Code: 275119-B001

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

North Country Health Consortium Vendor Code: 158557-B001

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

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

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

Seacoast Youth Services Vendor Code: 203944-B001

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

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	\$177,799		\$177,799
<b>Sub-total</b>			\$177,799	\$0	\$177,799

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	\$17,942		\$17,942
<b>Sub-total</b>			\$17,942	\$0	\$17,942
<b>Total Gov. Comm</b>			<b>\$1,224,801</b>	<b>\$0</b>	<b>\$1,224,801</b>

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 TI010035 CFDA 93.959)

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	\$113,143		\$113,143
<b>Sub-total</b>			\$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		\$167,619
<b>Sub-total</b>			\$167,619	\$0	\$167,619

Easter Seals of NH  
Manchester  
Alcoholism Rehab  
Ctr/Farnum Vendor Code: 177204-B005

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

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	\$172,508		\$172,508
<b>Sub-total</b>			\$172,508	\$0	\$172,508

Greater Nashua  
Council on  
Alcoholism Vendor Code: 166574-B001

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

Headrest, 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	\$103,364		\$103,364
<b>Sub-total</b>			\$103,364	\$0	\$103,364

Hope on Haven Hill Vendor Code: 275119-B001

PO #1049791

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

North Country  
Health Consortium Vendor Code: 158557-B001

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

Attachment A  
Financial Details

Phoenix Houses of  
New England, Inc. Vendor Code: 177589-B001

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

Seacoast Youth  
Services Vendor Code: 203944-B001

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

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	\$411,741		\$411,741
<b>Sub-total</b>			\$411,741	\$0	\$411,741

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	\$41,548		\$41,548
<b>Sub-total</b>			\$41,548	\$0	\$41,548
<b>Total Clinical Svs</b>			<u>\$2,836,366</u>	<u>\$0</u>	<u>\$2,836,366</u>
<b>Grand Total All</b>			<u>\$4,061,167</u>	<u>\$0</u>	<u>\$4,061,167</u>



Subject: Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST-01)


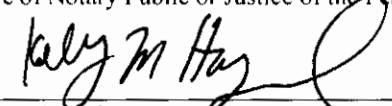
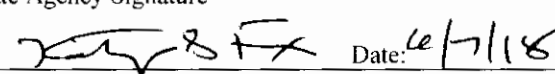
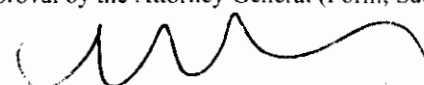
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Dismas Home of New Hampshire, Inc.		1.4 Contractor Address 102 Fourth Street Manchester NH 03102	
1.5 Contractor Phone Number 603-782-3004	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 \$240,000
1.9 Contracting Officer for State Agency E. Maria 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 Paul A. Young, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>6/4/18</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 <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">                       [Seal]                 </div> <div style="text-align: right;"> <b>KELLY M. HAYWARD, Notary Public</b>                      State of New Hampshire                      Commission Expires August 24, 2021                 </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace Kelly M. Hayward, Admin. Asst. II			
1.14 State Agency Signature  Date: <u>6/7/18</u>		1.15 Name and Title of State Agency Signatory Katja 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>Morgan A. Yarbrough - Attorney</u> <u>6/8/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**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-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all 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, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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 supersedes all prior Agreements and understandings relating hereto.



Exhibit A

**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.

**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 recovery from alcohol and drug problems. At a minimum, the Contractor must:



Exhibit A

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- 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. Transitional Living Services provide residential substance use disorder treatment services according to an individualized treatment plan designed to support individuals as they transition back into the community. Transitional Living Services are not defined by ASAM. Transitional Living services must include at least 3 hours of clinical services per week of which at least 1 hour must be delivered by a Licensed Counselor or unlicensed Counselor working under the supervision of a Licensed Supervisor and the remaining hours must be delivered by a Certified Recovery Support Worker (CRSW) working under a Licensed Supervisor or a



Exhibit A

Licensed Counselor. The maximum length of stay in this service is six (6) months. Adult residents typically work in the community and may pay a portion of their room and board.

- 2.3.1.2. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. Low-Intensity Residential Treatment services provide residential substance use disorder treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.

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.

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 2.3.1.2 within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web



Exhibit A

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.
- 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 choses 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 chose:
    - 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.





Exhibit A

- 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:
      - 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



Exhibit A

- 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.
- 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



Exhibit A

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

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



Exhibit A

- 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)
  - 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



Exhibit A

- 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 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.



Exhibit A

- 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 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, except for Transitional Living (See 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:



Exhibit A

- 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 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



Exhibit A

- 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>
- 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. 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:





Exhibit A

- 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 Education Tools that include:
      - 2.9.1.4.1. Asses 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;



Exhibit A

- 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.
  - 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.

### 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.



Exhibit A

- 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 8.1.2).
- 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;
  - 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.



Exhibit A

- 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.
- 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.



Exhibit A

- 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.
- 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.



Exhibit A

- 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;
- 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;



Exhibit A

- 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
  - 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. 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



Exhibit A

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:

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





Exhibit A

- 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
  - 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



Exhibit A

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:
- 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



Exhibit A

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- 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 541-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:29; 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.



### 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: Addiction 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



### Exhibit A-1 Operational Requirements

- 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;



### Exhibit A-1 Operational Requirements

- 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





### Exhibit A-1 Operational Requirements

- 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.



### Exhibit A-1 Operational Requirements

- 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, epi-pens, 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.
- 16. Personal Rights.
  - 16.1. 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.
  - 16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:



### Exhibit A-1 Operational Requirements

- 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;
    - 19.1.6. 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;



### Exhibit A-1 Operational Requirements

- 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



### Exhibit A-1 Operational Requirements

- 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.



### Exhibit A-1 Operational Requirements

- 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.



### Exhibit A-1 Operational Requirements

- 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.



### Exhibit A-1 Operational Requirements

- 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.





### Exhibit A-1 Operational Requirements

- 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



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 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.

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 8 Sliding Fee Scale for the client's applicable income level.



Exhibit B

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- 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, except for:
    - 5.7.1. Transitional Living (See Section 6 below) and
    - 5.7.2. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 (See Section 6 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, Section 5.7.1 and 5.7.2) 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. Charging the Client for Room and Board for Transitional Living Services and for Low-Intensity Residential Treatment
- 6.1. The Contractor may charge the client fees for room and board, in addition to:



Exhibit B

- 6.1.1. The client's portion of the Contract Rate in Exhibit B-1 using the sliding fee scale
- 6.1.2. The charges to the Department
- 6.2. 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:

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

- 6.3. The Contractor shall hold 50% of the amount charged to the client that will be returned to the client at the time of discharge.
- 6.4. The Contractor shall maintain records to account for the client's contribution to room and board.
- 7. Charging for Clinical Services under Transitional Living
  - 7.1. The Contractor shall charge for clinical services separately from this contract to the client's other third party payers such as Medicaid, NHHPP, Medicare, and private insurance. The Contractor shall not charge the client according to the sliding fee scale.
  - 7.2. Notwithstanding Section 8.1 above, the Contractor may charge in accordance with Sections 5.2.2 and 5.2.3 above for clinical services under this contract only when the client does not have any other payer source other than this contract.



Exhibit B

8. Sliding Fee Scale

8.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B Section 5 above.

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 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.

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 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.





Exhibit B

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- 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.
10. 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.
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.
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



Exhibit B

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

**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
Transitional Living for room and board only	\$75.00	Per day
Low-Intensity Residential for Adults only for clinical services and room and board	\$119.00	Per day



### 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 procedures.
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. **Retroactive 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 amounts 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;



- 7.3. 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 (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 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 13166, 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



- 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 affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope 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.



**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 GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



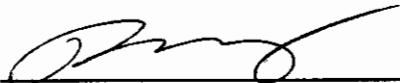
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Contractor Name: *DISMAS HOME OF NEW HAMPSHIRE*

6/4/18  
Date

  
Name: *PAUL A. YOUNG*  
Title: *President*



**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
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

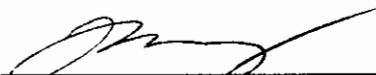
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: *Dismas Home of New Hampshire*

6/4/18  
Date

  
Name: *PAUL A. YOUNG*  
Title: *President*



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

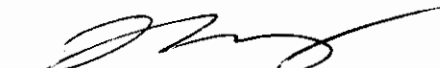
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: *Dismas Home of New Hampshire*

6/4/18  
Date

  
Name: *PAUL A. Young*  
Title: *President*



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

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



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: *Dismas Home of New Hampshire*

4/4/18  
Date

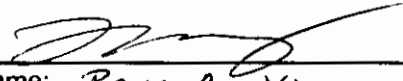
  
Name: *PAUL A. YOUNG*  
Title: *President*

Exhibit G

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

Contractor Initials 

Date 6.4.18





**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: *Dismas Home of New Hampshire*

6/4/18  
Date

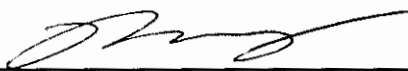
  
Name: *PAUL A. Young*  
Title: *President*



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

- I. "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 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



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 164.526.
  - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
  - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
  - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
  - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



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 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

A handwritten signature in black ink, appearing to be 'JF' or similar initials.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services  
The State

Katja S Fix  
Signature of Authorized Representative

Katja S Fix  
Name of Authorized Representative

Director  
Title of Authorized Representative

6/7/18  
Date

DISMAS Home of New Hampshire  
Name of the Contractor

Paul A. Young  
Signature of Authorized Representative

Paul A. Young  
Name of Authorized Representative

President  
Title of Authorized Representative

6/4/18  
Date



**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: *Dismas Home of New Hampshire*

6/4/18  
Date

  
Name:  
Title:





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

NO  YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO  YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



**DHHS Information Security Requirements**

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A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

Handwritten initials in black ink, appearing to be 'JD' or similar, written over a horizontal line.

**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 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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**DHHS Information Security Requirements**

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request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

**II. METHODS OF SECURE TRANSMISSION OF DATA**

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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DHHS Information Security Requirements



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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DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).



**DHHS Information Security Requirements**

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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DHHS Information Security Requirements

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and 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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**DHHS Information Security Requirements**

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- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer, 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 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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**DHHS Information Security Requirements**



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

DHHSPrivacy.Officer@dhhs.nh.gov

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# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that DISMAS HOME OF NEW HAMPSHIRE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 01, 2014. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 719017

Certificate Number: 0004094030



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 8th day of May A.D. 2018.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



**CERTIFICATE OF VOTE**

I, Paul A. Young, do hereby certify that:  
(Name of elected Officer of Agency)

- 1. I am a duty elected Member of Dismas Home of New Hampshire  
(Agency Name)
- 2. The following is a true copy of the resolution duly adopted at a meeting of the Members of the Agency duly held on 5/29/18:  
(Date)

**RESOLVED:** That the President  
(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 4<sup>th</sup> day of June, 2018.  
(Date of Contract Signed)
- 4. Paul A. Young is the duly elected President  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

[Signature]  
(Signature of the Elected Officer)

STATE OF New Hampshire  
County of Hillsborough

The forgoing instrument was acknowledged before me this 4<sup>th</sup> day of June, 2018.

By Paul Young  
(Name of Elected Officer of the Agency)

[Signature]  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

DONNA L. ST. CYR, Notary Public  
State of New Hampshire  
Commission Expires My Commission Expires April 20, 2021



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/8/2018

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).

<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101	<b>CONTACT NAME:</b> Robin McAfee <b>PHONE (A/C No. Ext):</b> (603) 669-3218 <b>E-MAIL ADDRESS:</b> rmcafee@crossagency.com	<b>FAX (A/C No.):</b> (603) 645-4331
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Dismas Home of New Hampshire, Inc. 102 Fourth Street  Manchester NH 03102	<b>INSURER A:</b> Catlin Specialty Insurance Company	
	<b>INSURER B:</b> AmTrust Financial Services, Inc.	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		<b>NAIC #</b>

**COVERAGES**

CERTIFICATE NUMBER: 18-19 GL &amp; 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.

INBR LTR	TYPE OF INSURANCE	ADDL SUBR INSD / WVD	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  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		1800100269	2/23/2018	2/23/2019	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 \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
	AUTOMOBILE LIABILITY  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB  <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE  DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	WWC3349933 (3a.) NH P. Young, J. Wallace & J. Hoyt excluded	5/11/2018	5/11/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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)

Re: RSA-2019-BDAS-01-SUBST

**CERTIFICATE HOLDER****CANCELLATION**

sara.lutat@dismashomenh.or

State of NH  
 Division of Health & Human Services  
 Contract & Procurement  
 129 Pleasant St.  
 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

Robin McAfee/JSC

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***Dismas Home of New Hampshire's Mission:***

Dismas Home of New Hampshire's (DHNH's) mission is to empower previously incarcerated women transitioning/re-entering the community from the correctional facilities of NH who are currently diagnosed with substance use disorder (SUD) and co-occurring mental illnesses associated with SUD, trauma and repeated incarcerations. DHNH offers Low Intensity up to 90 days/Transitional Living Program, evidence-based, gender-specific, and culturally competent residential, transition/re-entry services to fulfill its mission of helping to create safe communities by offering previously-incarcerated, adult women a second chance to be productive citizens. Our nurturing environment identifies opportunities, provides acceptance and emotional support, with a certain level of material support, to help our residents gain a greater sense of belonging to New Hampshire communities.

Form **990**

**Return of Organization Exempt From Income Tax**  
Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

OMB No. 1545-0047

**2017**  
**Open to Public Inspection**

Department of the Treasury  
Internal Revenue Service

▶ Do not enter social security numbers on this form as it may be made public.  
▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

**A For the 2017 calendar year, or tax year beginning** , **and ending**

**B** Check if applicable:  
 Address change  
 Name change  
 Initial return  
 Final return/terminated  
 Amended return  
 Application pending

**C** Name of organization  
**Dismas Home of New Hampshire**

Doing business as  
**102 Fourth Street**

Number and street (or P.O. box if mail is not delivered to street address) Room/suite  
**Manchester NH 03102**

City or town, state or province, country, and ZIP or foreign postal code

**F** Name and address of principal officer:  
**Paul Young**  
**One Pumpkin Circle**  
**Exeter NH 03833**

**D** Employer identification number  
**47-2722572**

**E** Telephone number  
**603-782-3004**

**G** Gross receipts \$ **215,517**

**H(a)** Is this a group return for subordinates?  Yes  No  
**H(b)** Are all subordinates included?  Yes  No  
 If "No," attach a list. (see instructions)

**J** Tax-exempt status:  501(c)(3)  501(c) ( ) ◀ (insert no.)  4947(a)(1) or  527

**J** Website: ▶ **www.dismashomnh.org**

**K** Form of organization:  Corporation  Trust  Association  Other ▶

**L** Year of formation: **2015** **M** State of legal domicile: **NH**

**H(c)** Group exemption number ▶

**Part I Summary**

<b>1</b> Briefly describe the organization's mission or most significant activities: <b>See Schedule O</b>			
<b>2</b> Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.			
<b>Activities &amp; Governance</b>	<b>3</b> Number of voting members of the governing body (Part VI, line 1a)	<b>3</b>	<b>12</b>
	<b>4</b> Number of independent voting members of the governing body (Part VI, line 1b)	<b>4</b>	<b>11</b>
	<b>5</b> Total number of individuals employed in calendar year 2017 (Part V, line 2a)	<b>5</b>	<b>9</b>
	<b>6</b> Total number of volunteers (estimate if necessary)	<b>6</b>	<b>45</b>
	<b>7a</b> Total unrelated business revenue from Part VIII, column (C), line 12	<b>7a</b>	<b>0</b>
	<b>b</b> Net unrelated business taxable income from Form 990-T, line 34	<b>7b</b>	<b>0</b>
<b>Revenue</b>	<b>8</b> Contributions and grants (Part VIII, line 1h)	Prior Year	Current Year
	<b>9</b> Program service revenue (Part VIII, line 2g)	<b>207,064</b>	<b>179,127</b>
	<b>10</b> Investment income (Part VIII, column (A), lines 3, 4, and 7d)	<b>124</b>	<b>-143</b>
	<b>11</b> Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)		<b>0</b>
	<b>12</b> Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	<b>207,188</b>	<b>184,101</b>
<b>Expenses</b>	<b>13</b> Grants and similar amounts paid (Part IX, column (A), lines 1-3)		<b>0</b>
	<b>14</b> Benefits paid to or for members (Part IX, column (A), line 4)		<b>0</b>
	<b>15</b> Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	<b>35,586</b>	<b>158,323</b>
	<b>16a</b> Professional fundraising fees (Part IX, column (A), line 11e)	<b>14,905</b>	<b>0</b>
	<b>b</b> Total fundraising expenses (Part IX, column (D), line 25) ▶ <b>1,743</b>		
	<b>17</b> Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	<b>52,652</b>	<b>57,051</b>
<b>18</b> Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	<b>103,143</b>	<b>215,374</b>	
<b>19</b> Revenue less expenses. Subtract line 18 from line 12	<b>104,045</b>	<b>-31,273</b>	
<b>Net Assets or Fund Balances</b>	<b>20</b> Total assets (Part X, line 16)	Beginning of Current Year	End of Year
	<b>21</b> Total liabilities (Part X, line 26)	<b>182,538</b>	<b>161,911</b>
	<b>22</b> Net assets or fund balances. Subtract line 21 from line 20	<b>3,259</b>	<b>14,468</b>
		<b>179,279</b>	<b>147,443</b>

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

**Sign Here**

Signature of officer: **John Wallace** Date: \_\_\_\_\_  
 Type or print name and title: **Treasurer & Director**

**Paid Preparer Use Only**

Print/Type preparer's name: **Bernard R Towne, CPA** Preparer's signature: \_\_\_\_\_ Date: **05/01/18** Check  if self-employed PTIN: **P01825432**

Firm's name: **Champion Accounting Solutions** Firm's EIN: **47-5175461**  
 Firm's address: **14 Pleasant PL, PO Box 42** Phone no.: **603-763-1722**  
**Sunapee, NH 03782-0042**

May the IRS discuss this return with the preparer shown above? (see instructions)  Yes  No

For Paperwork Reduction Act Notice, see the separate instructions.

**Part III Statement of Program Service Accomplishments**

Check if Schedule O contains a response or note to any line in this Part III

1 Briefly describe the organization's mission:

See Schedule O

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ?

Yes  No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services?

Yes  No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code: ) (Expenses \$ 196,858 including grants of\$ ) (Revenue \$ 5,117 )  
In 2016 the organization opened its first home located in Manchester, NH. The home houses formerly incarcerated females and assists with their reintegration into the community.

4b (Code: ) (Expenses \$ including grants of\$ ) (Revenue \$ )

4c (Code: ) (Expenses \$ including grants of\$ ) (Revenue \$ )

4d Other program services (Describe in Schedule O.)

(Expenses \$ including grants of\$ ) (Revenue \$ )

4e Total program service expenses ► 196,858



**Part IV Checklist of Required Schedules**

	Yes	No
<b>1</b> Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A</i>	<b>X</b>	
<b>2</b> Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> (see instructions)?	<b>X</b>	
<b>3</b> Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i>		<b>X</b>
<b>4</b> <b>Section 501(c)(3) organizations.</b> Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i>		<b>X</b>
<b>5</b> Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? <i>If "Yes," complete Schedule C, Part III</i>		<b>X</b>
<b>6</b> Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I</i>		<b>X</b>
<b>7</b> Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II</i>		<b>X</b>
<b>8</b> Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i>		<b>X</b>
<b>9</b> Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X, or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV</i>		<b>X</b>
<b>10</b> Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? <i>If "Yes," complete Schedule D, Part V</i>		<b>X</b>
<b>11</b> If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
<b>a</b> Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI</i>	<b>X</b>	
<b>b</b> Did the organization report an amount for investments—other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII</i>		<b>X</b>
<b>c</b> Did the organization report an amount for investments—program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII</i>		<b>X</b>
<b>d</b> Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX</i>		<b>X</b>
<b>e</b> Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i>	<b>X</b>	
<b>f</b> Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X</i>		<b>X</b>
<b>12a</b> Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i>		<b>X</b>
<b>b</b> Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i>		<b>X</b>
<b>13</b> Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i>		<b>X</b>
<b>14a</b> Did the organization maintain an office, employees, or agents outside of the United States?		<b>X</b>
<b>b</b> Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV</i>		<b>X</b>
<b>15</b> Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If "Yes," complete Schedule F, Parts II and IV</i>		<b>X</b>
<b>16</b> Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If "Yes," complete Schedule F, Parts III and IV</i>		<b>X</b>
<b>17</b> Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I</i> (see instructions)		<b>X</b>
<b>18</b> Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II</i>		<b>X</b>
<b>19</b> Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i>		<b>X</b>

**Part IV Checklist of Required Schedules (continued)**

	Yes	No
<b>20a</b> Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i>		<b>X</b>
<b>b</b> If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		
<b>21</b> Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II</i>		<b>X</b>
<b>22</b> Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? <i>If "Yes," complete Schedule I, Parts I and III</i>		<b>X</b>
<b>23</b> Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If "Yes," complete Schedule J</i>		<b>X</b>
<b>24a</b> Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a</i>		<b>X</b>
<b>b</b> Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
<b>c</b> Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
<b>d</b> Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
<b>25a</b> <b>Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.</b> Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If "Yes," complete Schedule L, Part I</i>		<b>X</b>
<b>b</b> Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If "Yes," complete Schedule L, Part I</i>		<b>X</b>
<b>26</b> Did the organization report any amount on Part X, line 5, 6, or 22 for receivables from or payables to any current or former officers, directors, trustees, key employees, highest compensated employees, or disqualified persons? <i>If "Yes," complete Schedule L, Part II</i>		<b>X</b>
<b>27</b> Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity or family member of any of these persons? <i>If "Yes," complete Schedule L, Part III</i>		<b>X</b>
<b>28</b> Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):		
<b>a</b> A current or former officer, director, trustee, or key employee? <i>If "Yes," complete Schedule L, Part IV</i>		<b>X</b>
<b>b</b> A family member of a current or former officer, director, trustee, or key employee? <i>If "Yes," complete Schedule L, Part IV</i>		<b>X</b>
<b>c</b> An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? <i>If "Yes," complete Schedule L, Part IV</i>		<b>X</b>
<b>29</b> Did the organization receive more than \$25,000 in non-cash contributions? <i>If "Yes," complete Schedule M</i>		<b>X</b>
<b>30</b> Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M</i>		<b>X</b>
<b>31</b> Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I</i>		<b>X</b>
<b>32</b> Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II</i>		<b>X</b>
<b>33</b> Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If "Yes," complete Schedule R, Part I</i>		<b>X</b>
<b>34</b> Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1</i>		<b>X</b>
<b>35a</b> Did the organization have a controlled entity within the meaning of section 512(b)(13)?		<b>X</b>
<b>b</b> If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If "Yes," complete Schedule R, Part V, line 2</i>		
<b>36</b> <b>Section 501(c)(3) organizations.</b> Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2</i>		<b>X</b>
<b>37</b> Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If "Yes," complete Schedule R, Part VI</i>		<b>X</b>
<b>38</b> Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? <b>Note.</b> All Form 990 filers are required to complete Schedule O.	<b>X</b>	

**Part V Statements Regarding Other IRS Filings and Tax Compliance**

Check if Schedule O contains a response or note to any line in this Part V

		Yes	No
<b>1a</b>	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable		
<b>1b</b>	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable		
<b>1a</b>	5		
<b>1b</b>	0		
<b>c</b>	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	<b>X</b>	
<b>2a</b>	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return		
<b>2a</b>	9		
<b>b</b>	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? <b>Note.</b> If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)	<b>X</b>	
<b>3a</b>	Did the organization have unrelated business gross income of \$1,000 or more during the year?		<b>X</b>
<b>b</b>	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation in Schedule O		
<b>4a</b>	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		<b>X</b>
<b>b</b>	If "Yes," enter the name of the foreign country: <b>▶</b> See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
<b>5a</b>	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		<b>X</b>
<b>b</b>	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		<b>X</b>
<b>c</b>	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?		
<b>6a</b>	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		<b>X</b>
<b>b</b>	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		
<b>7</b>	<b>Organizations that may receive deductible contributions under section 170(c).</b>		
<b>a</b>	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?		<b>X</b>
<b>b</b>	If "Yes," did the organization notify the donor of the value of the goods or services provided?		
<b>c</b>	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		<b>X</b>
<b>d</b>	If "Yes," indicate the number of Forms 8282 filed during the year		
<b>7d</b>			
<b>e</b>	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		<b>X</b>
<b>f</b>	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		<b>X</b>
<b>g</b>	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		<b>X</b>
<b>h</b>	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		<b>X</b>
<b>8</b>	<b>Sponsoring organizations maintaining donor advised funds.</b> Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		
<b>9</b>	<b>Sponsoring organizations maintaining donor advised funds.</b>		
<b>a</b>	Did the sponsoring organization make any taxable distributions under section 4966?		
<b>9a</b>			
<b>b</b>	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		
<b>9b</b>			
<b>10</b>	<b>Section 501(c)(7) organizations.</b> Enter:		
<b>a</b>	Initiation fees and capital contributions included on Part VIII, line 12	<b>10a</b>	
<b>b</b>	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	<b>10b</b>	
<b>11</b>	<b>Section 501(c)(12) organizations.</b> Enter:		
<b>a</b>	Gross income from members or shareholders	<b>11a</b>	
<b>b</b>	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	<b>11b</b>	
<b>12a</b>	<b>Section 4947(a)(1) non-exempt charitable trusts.</b> Is the organization filing Form 990 in lieu of Form 1041?	<b>12a</b>	
<b>b</b>	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	<b>12b</b>	
<b>13</b>	<b>Section 501(c)(29) qualified nonprofit health insurance issuers.</b>		
<b>a</b>	Is the organization licensed to issue qualified health plans in more than one state? <b>Note.</b> See the instructions for additional information the organization must report on Schedule O.	<b>13a</b>	
<b>b</b>	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	<b>13b</b>	
<b>c</b>	Enter the amount of reserves on hand	<b>13c</b>	
<b>14a</b>	Did the organization receive any payments for indoor tanning services during the tax year?	<b>14a</b>	<b>X</b>
<b>b</b>	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O	<b>14b</b>	

**Part VI Governance, Management, and Disclosure** For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions. Check if Schedule O contains a response or note to any line in this Part VI

**Section A. Governing Body and Management**

		Yes	No
<b>1a</b>	Enter the number of voting members of the governing body at the end of the tax year. If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain in Schedule O.		
	<b>1a</b> 12		
<b>b</b>	Enter the number of voting members included in line 1a, above, who are independent.		
	<b>1b</b> 11		
<b>2</b>	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?		<b>X</b>
<b>3</b>	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, or trustees, or key employees to a management company or other person?		<b>X</b>
<b>4</b>	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?		<b>X</b>
<b>5</b>	Did the organization become aware during the year of a significant diversion of the organization's assets?		<b>X</b>
<b>6</b>	Did the organization have members or stockholders?		<b>X</b>
<b>7a</b>	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?		<b>X</b>
<b>b</b>	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?		<b>X</b>
<b>8</b>	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
<b>a</b>	The governing body?	<b>X</b>	
<b>b</b>	Each committee with authority to act on behalf of the governing body?	<b>X</b>	
<b>9</b>	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses in Schedule O.		<b>X</b>

**Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)**

		Yes	No
<b>10a</b>	Did the organization have local chapters, branches, or affiliates?		<b>X</b>
<b>b</b>	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?		
	<b>10b</b>		
<b>11a</b>	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	<b>X</b>	
<b>b</b>	Describe in Schedule O the process, if any, used by the organization to review this Form 990.		
<b>12a</b>	Did the organization have a written conflict of interest policy? If "No," go to line 13.	<b>X</b>	
<b>b</b>	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	<b>X</b>	
<b>c</b>	Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done.	<b>X</b>	
	<b>12c</b>		
<b>13</b>	Did the organization have a written whistleblower policy?		<b>X</b>
<b>14</b>	Did the organization have a written document retention and destruction policy?		<b>X</b>
<b>15</b>	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
<b>a</b>	The organization's CEO, Executive Director, or top management official	<b>X</b>	
<b>b</b>	Other officers or key employees of the organization. If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).	<b>X</b>	
	<b>15b</b>		
<b>16a</b>	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?		<b>X</b>
<b>b</b>	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?		
	<b>16b</b>		

**Section C. Disclosure**

- 17** List the states with which a copy of this Form 990 is required to be filed **NH**
- 18** Section 6104 requires an organization to make its Forms 1023 (or 1024 if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.  
 Own website  Another's website  Upon request  Other (explain in Schedule O)
- 19** Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
- 20** State the name, address, and telephone number of the person who possesses the organization's books and records: **▶**

**Champion Accounting Solutions PLLC 14 Pleasant Place  
Sunapee**

**NH 03782**

**603-763-1722**

**Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors**

Check if Schedule O contains a response or note to any line in this Part VII

**Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees**

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) Sara Jane Lutat, MSW Executive Director	40.00 0.00	X		X				64,294	0	0
(2) Paul Young President & Director	0.00 0.00	X		X				0	0	0
(3) Elaine Rizzo VP & Director	0.00 0.00	X		X				0	0	0
(4) John Wallace Treasurer & Director	0.00 0.00	X		X				0	0	0
(5) Jodi Hoyt Secretary & Director	0.00 0.00	X		X				0	0	0
(6) James Michael McGarry, III Director	0.00 0.00	X						0	0	0
(7) Elizabeth Richeson Director	0.00 0.00	X						0	0	0
(8) Daniel Forbes Director	0.00 0.00	X						0	0	0
(9) Anthony J. Coriaty Director	0.00 0.00	X						0	0	0
(10) Shari Wood Director	0.00 0.00	X						0	0	0
(11) Annika Augusta Marie Stanley-Smith Director	0.00 0.00	X						0	0	0

**Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees** (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(12) Julie Ann McCarthy Director	0.00 0.00	X						0	0	0
<b>1b Sub-total</b>								<b>64,294</b>		
<b>c Total from continuation sheets to Part VII, Section A</b>										
<b>d Total (add lines 1b and 1c)</b>								<b>64,294</b>		

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization **0**

	Yes	No
3 Did the organization list any <b>former</b> officer, director, or trustee, key employee, or highest compensated employee on line 1a? <i>If "Yes," complete Schedule J for such individual.</i>		X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? <i>If "Yes," complete Schedule J for such individual.</i>		X
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If "Yes," complete Schedule J for such person.</i>		X

**Section B. Independent Contractors**

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization **0**

**Part VIII Statement of Revenue**

Check if Schedule O contains a response or note to any line in this Part VIII

		(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514	
<b>Contributions, Gifts, Grants and Other Similar Amounts</b>	<b>1a</b> Federated campaigns					
	<b>1b</b> Membership dues					
	<b>1c</b> Fundraising events					
	<b>1d</b> Related organizations					
	<b>1e</b> Government grants (contributions)	50,000				
	<b>1f</b> All other contributions, gifts, grants, and similar amounts not included above	129,127				
	<b>g</b> Noncash contributions included in lines 1a-1f \$					
	<b>h Total.</b> Add lines 1a-1f		179,127			
<b>Program Service Revenue</b>	<b>2a</b> Resident Fees	3,040	3,040			
	<b>b</b> Room & Board (in kind)	2,077	2,077			
	<b>c</b>					
	<b>d</b>					
	<b>e</b>					
	<b>f</b> All other program service revenue					
	<b>g Total.</b> Add lines 2a-2f		5,117			
	<b>Other Revenue</b>	<b>3</b> Investment income (including dividends, interest, and other similar amounts)	68	68		
<b>4</b> Income from investment of tax-exempt bond proceeds						
<b>5</b> Royalties						
<b>6a</b> Gross rents		(i) Real				
		(ii) Personal				
<b>b</b> Less: rental exps.						
<b>c</b> Rental inc. or (loss)						
<b>d</b> Net rental income or (loss)						
<b>7a</b> Gross amount from sales of assets other than inventory		(i) Securities	31,205			
		(ii) Other				
<b>b</b> Less: cost or other basis & sales exps.		31,416				
<b>c</b> Gain or (loss)		-211				
<b>d</b> Net gain or (loss)			-211	-211		
<b>8a</b> Gross income from fundraising events (not including \$ of contributions reported on line 1c). See Part IV, line 18		<b>a</b>				
<b>b</b> Less: direct expenses		<b>b</b>				
<b>c</b> Net income or (loss) from fundraising events						
<b>9a</b> Gross income from gaming activities. See Part IV, line 19	<b>a</b>					
<b>b</b> Less: direct expenses	<b>b</b>					
<b>c</b> Net income or (loss) from gaming activities						
<b>10a</b> Gross sales of inventory, less returns and allowances	<b>a</b>					
<b>b</b> Less: cost of goods sold	<b>b</b>					
<b>c</b> Net income or (loss) from sales of inventory						
<b>Miscellaneous Revenue</b>		<b>Busn. Code</b>				
<b>11a</b>						
<b>b</b>						
<b>c</b>						
<b>d</b> All other revenue						
<b>e Total.</b> Add lines 11a-11d						
<b>12 Total revenue.</b> See instructions.		184,101	4,974	0	0	

**Part IX Statement of Functional Expenses**

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX 

<b>Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.</b>	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees				
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	145,975	145,975		
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits				
10 Payroll taxes	12,348	12,348		
11 Fees for services (non-employees):				
a Management				
b Legal				
c Accounting	5,311		5,311	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)				
12 Advertising and promotion	739		65	674
13 Office expenses				
14 Information technology				
15 Royalties				
16 Occupancy	12,543	12,543		
17 Travel				
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	6,915	6,915		
23 Insurance	6,013	2,394	3,619	
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a Auto & Trans: Insurance	4,869	4,869		
b Office Expenses: Supplies	4,255		4,255	
c Home Exp: Resident Service	3,900	3,900		
d Home Exp: Groceries	3,281	3,281		
e All other expenses	9,225	4,633	3,523	1,069
25 Total functional expenses. Add lines 1 through 24e	215,374	196,858	16,773	1,743
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)				



**Part X Balance Sheet**

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year		(B) End of year	
<b>Assets</b>	<b>1</b> Cash—non-interest bearing	<b>91,690</b>	<b>1</b>	<b>58,062</b>	
	<b>2</b> Savings and temporary cash investments	<b>33,312</b>	<b>2</b>	<b>16,081</b>	
	<b>3</b> Pledges and grants receivable, net		<b>3</b>		
	<b>4</b> Accounts receivable, net		<b>4</b>	<b>467</b>	
	<b>5</b> Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L		<b>5</b>		
	<b>6</b> Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instructions). Complete Part II of Schedule L		<b>6</b>		
	<b>7</b> Notes and loans receivable, net		<b>7</b>		
	<b>8</b> Inventories for sale or use		<b>8</b>		
	<b>9</b> Prepaid expenses and deferred charges		<b>9</b>		
	<b>10a</b> Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	<b>10a</b> <b>95,416</b>			
	<b>b</b> Less: accumulated depreciation	<b>10b</b> <b>8,115</b>	<b>57,536</b>	<b>10c</b> <b>87,301</b>	
	<b>11</b> Investments—publicly traded securities		<b>11</b>		
	<b>12</b> Investments—other securities. See Part IV, line 11		<b>12</b>		
	<b>13</b> Investments—program-related. See Part IV, line 11		<b>13</b>		
	<b>14</b> Intangible assets		<b>14</b>		
	<b>15</b> Other assets. See Part IV, line 11		<b>15</b>		
<b>16 Total assets.</b> Add lines 1 through 15 (must equal line 34)		<b>182,538</b>	<b>16</b>	<b>161,911</b>	
<b>Liabilities</b>	<b>17</b> Accounts payable and accrued expenses		<b>17</b>	<b>6,251</b>	
	<b>18</b> Grants payable		<b>18</b>		
	<b>19</b> Deferred revenue		<b>19</b>		
	<b>20</b> Tax-exempt bond liabilities		<b>20</b>		
	<b>21</b> Escrow or custodial account liability. Complete Part IV of Schedule D		<b>21</b>		
	<b>22</b> Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L		<b>22</b>		
	<b>23</b> Secured mortgages and notes payable to unrelated third parties		<b>23</b>		
	<b>24</b> Unsecured notes and loans payable to unrelated third parties		<b>24</b>		
	<b>25</b> Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		<b>3,259</b>	<b>25</b>	<b>8,217</b>
	<b>26 Total liabilities.</b> Add lines 17 through 25		<b>3,259</b>	<b>26</b>	<b>14,468</b>
<b>Net Assets or Fund Balances</b>	<b>Organizations that follow SFAS 117 (ASC 958), check here <input checked="" type="checkbox"/> and complete lines 27 through 29, and lines 33 and 34.</b>				
	<b>27</b> Unrestricted net assets	<b>142,279</b>	<b>27</b>	<b>122,421</b>	
	<b>28</b> Temporarily restricted net assets	<b>37,000</b>	<b>28</b>	<b>25,022</b>	
	<b>29</b> Permanently restricted net assets		<b>29</b>		
	<b>Organizations that do not follow SFAS 117 (ASC 958), check here <input type="checkbox"/> and complete lines 30 through 34.</b>				
	<b>30</b> Capital stock or trust principal, or current funds		<b>30</b>		
	<b>31</b> Paid-in or capital surplus, or land, building, or equipment fund		<b>31</b>		
	<b>32</b> Retained earnings, endowment, accumulated income, or other funds		<b>32</b>		
<b>33 Total net assets or fund balances</b>	<b>179,279</b>	<b>33</b>	<b>147,443</b>		
<b>34 Total liabilities and net assets/fund balances</b>	<b>182,538</b>	<b>34</b>	<b>161,911</b>		

**Part XI Reconciliation of Net Assets**

Check if Schedule O contains a response or note to any line in this Part XI

<b>1</b>	Total revenue (must equal Part VIII, column (A), line 12)	<b>1</b>	<b>184,101</b>
<b>2</b>	Total expenses (must equal Part IX, column (A), line 25)	<b>2</b>	<b>215,374</b>
<b>3</b>	Revenue less expenses. Subtract line 2 from line 1	<b>3</b>	<b>-31,273</b>
<b>4</b>	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	<b>4</b>	<b>179,279</b>
<b>5</b>	Net unrealized gains (losses) on investments	<b>5</b>	
<b>6</b>	Donated services and use of facilities	<b>6</b>	
<b>7</b>	Investment expenses	<b>7</b>	
<b>8</b>	Prior period adjustments	<b>8</b>	
<b>9</b>	Other changes in net assets or fund balances (explain in Schedule O)	<b>9</b>	<b>-563</b>
<b>10</b>	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B))	<b>10</b>	<b>147,443</b>

**Part XII Financial Statements and Reporting**

Check if Schedule O contains a response or note to any line in this Part XII

		Yes	No
<b>1</b>	Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.		
<b>2a</b>	Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		<b>X</b>
<b>2b</b>	Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		<b>X</b>
<b>2c</b>	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.		
<b>3a</b>	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?		<b>X</b>
<b>3b</b>	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits.		

**SCHEDULE A**  
**(Form 990 or 990-EZ)**

**Public Charity Status and Public Support**

OMB No. 1545-0047

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

**2017**

**Open to Public Inspection**

Department of the Treasury  
Internal Revenue Service

▶ **Attach to Form 990 or Form 990-EZ.**

▶ **Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.**

Name of the organization **Dismas Home of New Hampshire** Employer identification number **47-2722572**

**Part I Reason for Public Charity Status** (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1  A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**
- 2  A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990 or 990-EZ).)
- 3  A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**
- 4  A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state:
- 5  An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)
- 6  A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**
- 7  An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 8  A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 9  An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land grant college of agriculture (see instructions). Enter the name, city, and state of the college or university:
- 10  An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)
- 11  An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**
- 12  An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2).** See **section 509(a)(3).** Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
  - a  **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
  - b  **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
  - c  **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
  - d  **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
  - e  Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
  - f Enter the number of supported organizations
  - g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1–10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
<b>Total</b>						

**Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)**  
 (Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2013	(b) 2014	(c) 2015	(d) 2016	(e) 2017	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")			53,800	207,064	179,127	439,991
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 <b>Total.</b> Add lines 1 through 3			53,800	207,064	179,127	439,991
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 <b>Public support.</b> Subtract line 5 from line 4.						439,991

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2013	(b) 2014	(c) 2015	(d) 2016	(e) 2017	(f) Total
7 Amounts from line 4			53,800	207,064	179,127	439,991
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources			10	124	68	202
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 <b>Total support.</b> Add lines 7 through 10						440,193

12 Gross receipts from related activities, etc. (see instructions) 12 5,185

13 **First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ▶

**Section C. Computation of Public Support Percentage**

14 Public support percentage for 2017 (line 6, column (f) divided by line 11, column (f))	14	99.95%
15 Public support percentage from 2016 Schedule A, Part II, line 14	15	99.95%

- 16a **33 1/3% support test—2017.** If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶
- b **33 1/3% support test—2016.** If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶
- 17a **10%-facts-and-circumstances test—2017.** If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and **stop here.** Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ▶
- b **10%-facts-and-circumstances test—2016.** If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and **stop here.** Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ▶
- 18 **Private foundation.** If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions ▶

**Part III Support Schedule for Organizations Described in Section 509(a)(2)**

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2013	(b) 2014	(c) 2015	(d) 2016	(e) 2017	(f) Total
<b>1</b> Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
<b>2</b> Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
<b>3</b> Gross receipts from activities that are not an unrelated trade or business under section 513						
<b>4</b> Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
<b>5</b> The value of services or facilities furnished by a governmental unit to the organization without charge						
<b>6 Total.</b> Add lines 1 through 5						
<b>7a</b> Amounts included on lines 1, 2, and 3 received from disqualified persons						
<b>b</b> Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
<b>c</b> Add lines 7a and 7b						
<b>8 Public support.</b> (Subtract line 7c from line 6.)						

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2013	(b) 2014	(c) 2015	(d) 2016	(e) 2017	(f) Total
<b>9</b> Amounts from line 6						
<b>10a</b> Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
<b>b</b> Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
<b>c</b> Add lines 10a and 10b						
<b>11</b> Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
<b>12</b> Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
<b>13 Total support.</b> (Add lines 9, 10c, 11, and 12.)						

**14 First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here**

**Section C. Computation of Public Support Percentage**

<b>15</b> Public support percentage for 2017 (line 8, column (f) divided by line 13, column (f))	<b>15</b>	%
<b>16</b> Public support percentage from 2016 Schedule A, Part III, line 15	<b>16</b>	%

**Section D. Computation of Investment Income Percentage**

<b>17</b> Investment income percentage for 2017 (line 10c, column (f) divided by line 13, column (f))	<b>17</b>	%
<b>18</b> Investment income percentage from 2016 Schedule A, Part III, line 17	<b>18</b>	%

**19a 33 1/3% support tests—2017.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization

**b 33 1/3% support tests—2016.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization

**20 Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions

**Part IV Supporting Organizations**

(Complete only if you checked a box in line 12 on Part I. If you checked 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of Part I, complete Sections A and D, and complete Part V.)

**Section A. All Supporting Organizations**

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? If "No," describe in <b>Part VI</b> how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? If "Yes," explain in <b>Part VI</b> how the organization determined that the supported organization was described in section 509(a)(1) or (2).		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? If "Yes," answer (b) and (c) below.		
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? If "Yes," describe in <b>Part VI</b> when and how the organization made the determination.		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? If "Yes," explain in <b>Part VI</b> what controls the organization put in place to ensure such use.		
4a Was any supported organization not organized in the United States ("foreign supported organization")? If "Yes," and if you checked 12a or 12b in Part I, answer (b) and (c) below.		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? If "Yes," describe in <b>Part VI</b> how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.		
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? If "Yes," explain in <b>Part VI</b> what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in <b>Part VI</b> , including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).		
b <b>Type I or Type II only.</b> Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c <b>Substitutions only.</b> Was the substitution the result of an event beyond the organization's control?		
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? If "Yes," provide detail in <b>Part VI</b> .		
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).		
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? If "Yes," provide detail in <b>Part VI</b> .		
b Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? If "Yes," provide detail in <b>Part VI</b> .		
c Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? If "Yes," provide detail in <b>Part VI</b> .		
10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? If "Yes," answer 10b below.		
b Did the organization have any excess business holdings in the tax year? (Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)		

**Part IV Supporting Organizations (continued)**

	Yes	No
<b>11</b> Has the organization accepted a gift or contribution from any of the following persons?		
<b>a</b> A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?		
<b>b</b> A family member of a person described in (a) above?		
<b>c</b> A 35% controlled entity of a person described in (a) or (b) above? If "Yes" to a, b, or c, provide detail in Part VI.		

**Section B. Type I Supporting Organizations**

	Yes	No
<b>1</b> Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.		
<b>2</b> Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.		

**Section C. Type II Supporting Organizations**

	Yes	No
<b>1</b> Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).		

**Section D. All Type III Supporting Organizations**

	Yes	No
<b>1</b> Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
<b>2</b> Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).		
<b>3</b> By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.		

**Section E. Type III Functionally-Integrated Supporting Organizations**

<b>1</b> Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).		
<b>a</b> <input type="checkbox"/> The organization satisfied the Activities Test. Complete line 2 below.		
<b>b</b> <input type="checkbox"/> The organization is the parent of each of its supported organizations. Complete line 3 below.		
<b>c</b> <input type="checkbox"/> The organization supported a governmental entity. Describe in Part VI how you supported a government entity (see instructions).		
<b>2</b> Activities Test. Answer (a) and (b) below.		
<b>a</b> Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.		
<b>b</b> Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.		
<b>3</b> Parent of Supported Organizations. Answer (a) and (b) below.		
<b>a</b> Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? Provide details in Part VI.		
<b>b</b> Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in Part VI the role played by the organization in this regard.		

**Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations**

1  Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). See instructions. All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

<b>Section A - Adjusted Net Income</b>		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	<b>Adjusted Net Income</b> (subtract lines 5, 6 and 7 from line 4).	8	

<b>Section B - Minimum Asset Amount</b>		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	<b>Total</b> (add lines 1a, 1b, and 1c)	1d	
e	<b>Discount</b> claimed for blockage or other factors (explain in detail in Part VI):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by .035.	6	
7	Recoveries of prior-year distributions	7	
8	<b>Minimum Asset Amount</b> (add line 7 to line 6)	8	

<b>Section C - Distributable Amount</b>			Current Year
1	Adjusted net income for prior year (from Section A, line 8, Column A)	1	
2	Enter 85% of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, Column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	<b>Distributable Amount.</b> Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	

7  Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).



**Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)**

<b>Section D - Distributions</b>			<b>Current Year</b>
<b>1</b>	Amounts paid to supported organizations to accomplish exempt purposes		
<b>2</b>	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity		
<b>3</b>	Administrative expenses paid to accomplish exempt purposes of supported organizations		
<b>4</b>	Amounts paid to acquire exempt-use assets		
<b>5</b>	Qualified set-aside amounts (prior IRS approval required)		
<b>6</b>	Other distributions (describe in <b>Part VI</b> ). See instructions.		
<b>7</b>	<b>Total annual distributions.</b> Add lines 1 through 6.		
<b>8</b>	Distributions to attentive supported organizations to which the organization is responsive (provide details in <b>Part VI</b> ). See instructions.		
<b>9</b>	Distributable amount for 2017 from Section C, line 6		
<b>10</b>	Line 8 amount divided by line 9 amount		
<b>Section E - Distribution Allocations (see instructions)</b>			
		<b>(i) Excess Distributions</b>	<b>(ii) Underdistributions Pre-2017</b>
			<b>(iii) Distributable Amount for 2017</b>
<b>1</b>	Distributable amount for 2017 from Section C, line 6		
<b>2</b>	Underdistributions, if any, for years prior to 2017 (reasonable cause required-explain in <b>Part VI</b> ). See instructions.		
<b>3</b>	Excess distributions carryover, if any, to 2017:		
<b>a</b>			
<b>b</b>	From 2013		
<b>c</b>	From 2014		
<b>d</b>	From 2015		
<b>e</b>	From 2016		
<b>f</b>	<b>Total</b> of lines 3a through e		
<b>g</b>	Applied to underdistributions of prior years		
<b>h</b>	Applied to 2017 distributable amount		
<b>i</b>	Carryover from 2012 not applied (see instructions)		
<b>j</b>	Remainder. Subtract lines 3g, 3h, and 3i from 3f.		
<b>4</b>	Distributions for 2017 from Section D, line 7: \$		
<b>a</b>	Applied to underdistributions of prior years		
<b>b</b>	Applied to 2017 distributable amount		
<b>c</b>	Remainder. Subtract lines 4a and 4b from 4.		
<b>5</b>	Remaining underdistributions for years prior to 2017, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in <b>Part VI</b> . See instructions.		
<b>6</b>	Remaining underdistributions for 2017. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in <b>Part VI</b> . See instructions.		
<b>7</b>	<b>Excess distributions carryover to 2018.</b> Add lines 3j and 4c.		
<b>8</b>	Breakdown of line 7:		
<b>a</b>	Excess from 2013		
<b>b</b>	Excess from 2014		
<b>c</b>	Excess from 2015		
<b>d</b>	Excess from 2016		
<b>e</b>	Excess from 2017		

**Part VI Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

A series of horizontal dotted lines for providing supplemental information.

**Schedule B**  
(Form 990, 990-EZ,  
or 990-PF)  
Department of the Treasury  
Internal Revenue Service

**Schedule of Contributors**

OMB No. 1545-0047

**2017**

▶ Attach to Form 990, Form 990-EZ, or Form 990-PF.  
▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for the latest information.

Name of the organization

Employer identification number

Dismas Home of New Hampshire

47-2722572

Organization type (check one):

Filers of:

Section:

Form 990 or 990-EZ

 501(c)( 3 ) (enter number) organization

 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation

 527 political organization

Form 990-PF

 501(c)(3) exempt private foundation

 4947(a)(1) nonexempt charitable trust treated as a private foundation

 501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule**.

**Note:** Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

**General Rule**

- For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

**Special Rules**

- For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 $\frac{1}{3}$ % support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of (1) \$5,000; or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.
- For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I, II, and III.
- For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling \$5,000 or more during the year ▶ \$ .....

**Caution:** An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

For Paperwork Reduction Act Notice, see the instructions for Form 990, 990-EZ, or 990-PF.

Schedule B (Form 990, 990-EZ, or 990-PF) (2017)

Name of organization **Dismas Home of New Hampshire** Employer identification number **47-2722572**

**Part I Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	Tom & Margie Garesche PO Box 240 Holderness NH 03245	\$ 31,255	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input checked="" type="checkbox"/> (Complete Part II for noncash contributions.)
2	Michael & Carol McGarry PO Box 2292 New London NH 03257	\$ 10,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
3	GDR Family Foundation 222 St. James PO Box 364 Park Osprey FL 34229	\$ 7,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
4	Bishop's Charitable Fund 153 Ash Street PO Box 310 Manchester NH 03105-0310	\$ 5,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization

**Dismas Home of New Hampshire**

Employer identification number

**47-2722572**

**Part II Noncash Property** (see instructions). Use duplicate copies of Part II if additional space is needed.

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
1	100 Shrs of Air Products & Chem	\$ 16,026	12/06/17
1	105 Shrs of Air Products & Chem	\$ 15,229	07/25/17
		\$	
		\$	
		\$	
		\$	
		\$	

**SCHEDULE D  
(Form 990)**

Department of the Treasury  
Internal Revenue Service

**Supplemental Financial Statements**

▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.  
▶ Attach to Form 990.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

OMB No. 1545-0047

**2017**

**Open to Public Inspection**

Name of the organization

Employer identification number

**Dismas Home of New Hampshire**

**47-2722572**

**Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.**  
Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year		
2 Aggregate value of contributions to (during year)		
3 Aggregate value of grants from (during year)		
4 Aggregate value at end of year		
5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control?		<input type="checkbox"/> Yes <input type="checkbox"/> No
6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit?		<input type="checkbox"/> Yes <input type="checkbox"/> No

**Part II Conservation Easements.**  
Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).

<input type="checkbox"/> Preservation of land for public use (e.g., recreation or education)	<input type="checkbox"/> Preservation of a historically important land area
<input type="checkbox"/> Protection of natural habitat	<input type="checkbox"/> Preservation of a certified historic structure
<input type="checkbox"/> Preservation of open space	

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

	Held at the End of the Tax Year
a Total number of conservation easements	2a
b Total acreage restricted by conservation easements	2b
c Number of conservation easements on a certified historic structure included in (a)	2c
d Number of conservation easements included in (c) acquired after 7/25/06, and not on a historic structure listed in the National Register	2d

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶

4 Number of states where property subject to conservation easement is located ▶

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds?  Yes  No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ \$

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)?  Yes  No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement, and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

**Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.**  
Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under SFAS 116 (ASC 958), not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide, in Part XIII, the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under SFAS 116 (ASC 958), to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included on Form 990, Part VIII, line 1	▶ \$
(ii) Assets included in Form 990, Part X	▶ \$

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under SFAS 116 (ASC 958) relating to these items:

a Revenue included on Form 990, Part VIII, line 1	▶ \$
b Assets included in Form 990, Part X	▶ \$

- 3** Using the organization's acquisition, accession, and other records, check any of the following that are a significant use of its collection items (check all that apply):
- a** Public exhibition
  - b** Scholarly research
  - c** Preservation for future generations
  - d** Loan or exchange programs
  - e** Other
- 4** Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.
- 5** During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection?  Yes  No

**Part IV Escrow and Custodial Arrangements.**  
 Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

- 1a** Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X?  Yes  No
- b** If "Yes," explain the arrangement in Part XIII and complete the following table:
- |                                        | Amount |
|----------------------------------------|--------|
| <b>c</b> Beginning balance             | 1c     |
| <b>d</b> Additions during the year     | 1d     |
| <b>e</b> Distributions during the year | 1e     |
| <b>f</b> Ending balance                | 1f     |
- 2a** Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability?  Yes  No
- b** If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII

**Part V Endowment Funds.**  
 Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
<b>1a</b> Beginning of year balance					
<b>b</b> Contributions					
<b>c</b> Net investment earnings, gains, and losses					
<b>d</b> Grants or scholarships					
<b>e</b> Other expenditures for facilities and programs					
<b>f</b> Administrative expenses					
<b>g</b> End of year balance					

- 2** Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:
- a** Board designated or quasi-endowment  %
  - b** Permanent endowment  %
  - c** Temporarily restricted endowment  %
- The percentages on lines 2a, 2b, and 2c should equal 100%.
- 3a** Are there endowment funds not in the possession of the organization that are held and administered for the organization by:
- |                                    | Yes    | No |
|------------------------------------|--------|----|
| <b>(i)</b> unrelated organizations | 3a(i)  |    |
| <b>(ii)</b> related organizations  | 3a(ii) |    |
- b** If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?
- 4** Describe in Part XIII the intended uses of the organization's endowment funds.

**Part VI Land, Buildings, and Equipment.**  
 Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
<b>1a</b> Land				
<b>b</b> Buildings		42,438	3,876	38,562
<b>c</b> Leasehold improvements				
<b>d</b> Equipment		15,735	3,409	12,326
<b>e</b> Other		37,243	830	36,413
<b>Total.</b> Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)				87,301

**Part VII Investments—Other Securities.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely-held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 12.) ▶		

**Part VIII Investments—Program Related.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 13.) ▶		

**Part IX Other Assets.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 15.) ▶	

**Part X Other Liabilities.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) <b>Federal Withholding</b>	<b>6,369</b>
(3) <b>LSB MC</b>	<b>1,451</b>
(4) <b>NH Unemployment Tax Payable</b>	<b>397</b>
(5)	
(6)	
(7)	
(8)	
(9)	
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 25.) ▶	<b>8,217</b>

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48 (ASC 740). Check here if the text of the footnote has been provided in Part XIII



**Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.**  
 Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

<b>1</b> Total revenue, gains, and other support per audited financial statements		<b>1</b>	
<b>2</b> Amounts included on line 1 but not on Form 990, Part VIII, line 12:			
<b>a</b> Net unrealized gains (losses) on investments	<b>2a</b>		
<b>b</b> Donated services and use of facilities	<b>2b</b>		
<b>c</b> Recoveries of prior year grants	<b>2c</b>		
<b>d</b> Other (Describe in Part XIII.)	<b>2d</b>		
<b>e</b> Add lines <b>2a</b> through <b>2d</b>	<b>2e</b>		
<b>3</b> Subtract line <b>2e</b> from line <b>1</b>		<b>3</b>	
<b>4</b> Amounts included on Form 990, Part VIII, line 12, but not on line 1:			
<b>a</b> Investment expenses not included on Form 990, Part VIII, line 7b	<b>4a</b>		
<b>b</b> Other (Describe in Part XIII.)	<b>4b</b>		
<b>c</b> Add lines <b>4a</b> and <b>4b</b>	<b>4c</b>		
<b>5</b> Total revenue. Add lines <b>3</b> and <b>4c</b> . (This must equal Form 990, Part I, line 12.)		<b>5</b>	

**Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.**  
 Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

<b>1</b> Total expenses and losses per audited financial statements		<b>1</b>	
<b>2</b> Amounts included on line 1 but not on Form 990, Part IX, line 25:			
<b>a</b> Donated services and use of facilities	<b>2a</b>		
<b>b</b> Prior year adjustments	<b>2b</b>		
<b>c</b> Other losses	<b>2c</b>		
<b>d</b> Other (Describe in Part XIII.)	<b>2d</b>		
<b>e</b> Add lines <b>2a</b> through <b>2d</b>	<b>2e</b>		
<b>3</b> Subtract line <b>2e</b> from line <b>1</b>		<b>3</b>	
<b>4</b> Amounts included on Form 990, Part IX, line 25, but not on line 1:			
<b>a</b> Investment expenses not included on Form 990, Part VIII, line 7b	<b>4a</b>		
<b>b</b> Other (Describe in Part XIII.)	<b>4b</b>		
<b>c</b> Add lines <b>4a</b> and <b>4b</b>	<b>4c</b>		
<b>5</b> Total expenses. Add lines <b>3</b> and <b>4c</b> . (This must equal Form 990, Part I, line 18.)		<b>5</b>	

**Part XIII Supplemental Information.**

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

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**Part XIII** Supplemental Information *(continued)*

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Area with horizontal dotted lines for supplemental information.

**SCHEDULE O**  
**(Form 990 or 990-EZ)**Department of the Treasury  
Internal Revenue Service**Supplemental Information to Form 990 or 990-EZ**Complete to provide information for responses to specific questions on  
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for the latest information.

OMB No. 1545-0047

**2017****Open to Public  
Inspection**

Name of the organization

**Dismas Home of New Hampshire**

Employer identification number

**47-2722572****Form 990 - Organization's Mission or Most Significant Activities**

Helping the formerly incarcerated with a second chance for a new beginning. The organization operates a home in Manchester, NH where formerly incarcerated women can live after leaving prison for a period of time as they transition back into society.

**Form 990 - Organization's Mission**

The Dismas Home of New Hampshire provides a safe, nurturing environment to formerly incarcerated women. These women often have no place to go but the streets, a cheap boarding house or a location and situation that contributed to the problems leading to their incarceration.

**Form 990, Part I, Line 6**

The organization relies heavily on volunteer service. Volunteers have performed a variety of services including assisting in home renovations, community outreach, office and other home related services.

**Form 990, Part VI, Line 11b - Organization's Process to Review Form 990**

The 990 was reviewed in its entirety by the Board of Directors at a regularly scheduled monthly meeting. Feedback was provided by the directors and incorporated into the final filing.

**Form 990, Part VI, Line 12c - Enforcement of Conflicts Policy**

The organization monitors compliance with the conflict of interest policy by way of direct discussion of the policy and any related conflicts at

Name of the organization

Employer identification number

**Dismas Home of New Hampshire****47-2722572**

regularly held meetings of the board of directors.

Form 990, Part VI, Line 15a - Compensation Process for Top Official

All hiring and compensation decisions are made by a vote of the board based on recommendations from a personnel committee, which considers required qualifications and reasonable compensation based on market indicators.

Form 990, Part VI, Line 15b - Compensation Process for Officers

All hiring and compensation decisions are made by a vote of the board based on recommendations from the executive director and board members that interview qualified applicants upon review of required qualifications and discussion of reasonable compensation based on market indicators.

Form 990, Part VI, Line 19 - Governing Documents Disclosure Explanation

All governing documents are made available to the general public upon request.

Form 990, Part XI, Line 9 - Other Changes in Net Assets Explanation

Book / Tax Depreciation Difference	\$	-563
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Form **4562**

**Depreciation and Amortization**

(Including Information on Listed Property)

OMB No. 1545-0172

**2017**

Department of the Treasury  
Internal Revenue Service (99)

▶ Attach to your tax return.

▶ Go to [www.irs.gov/Form4562](http://www.irs.gov/Form4562) for instructions and the latest information.

Attachment Sequence No. **179**

Name(s) shown on return

**Dismas Home of New Hampshire**

Identifying number  
**47-2722572**

Business or activity to which this form relates

**Indirect Depreciation**

**Part I Election To Expense Certain Property Under Section 179**

Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see instructions)	1	510,000
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	2,030,000
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	
6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost
7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the smaller of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2016 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5 (see instructions)	11	
12	Section 179 expense deduction. Add lines 9 and 10, but don't enter more than line 11	12	
13	Carryover of disallowed deduction to 2018. Add lines 9 and 10, less line 12	13	

Note: Don't use Part II or Part III below for listed property. Instead, use Part V.

**Part II Special Depreciation Allowance and Other Depreciation (Don't include listed property.) (See instructions.)**

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year (see instructions)	14	
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	

**Part III MACRS Depreciation (Don't include listed property.) (See instructions.)**

**Section A**

17	MACRS deductions for assets placed in service in tax years beginning before 2017	17	2,330
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here		

**Section B—Assets Placed in Service During 2017 Tax Year Using the General Depreciation System**

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only—see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a 3-year property						
b 5-year property						
c 7-year property		24,970	7.0	MO	200DB	1,420
d 10-year property						
e 15-year property		3,025	15.0	MO	S/L	126
f 20-year property						
g 25-year property			25 yrs.		S/L	
h Residential rental property			27.5 yrs.	MM	S/L	
i Nonresidential real property	10/13/17	9,248	39 yrs.	MM	S/L	49
				MM	S/L	

**Section C—Assets Placed in Service During 2017 Tax Year Using the Alternative Depreciation System**

20a Class life					S/L	
b 12-year			12 yrs.		S/L	
c 40-year			40 yrs.	MM	S/L	

**Part IV Summary (See instructions.)**

21	Listed property. Enter amount from line 28	21	2,990
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations—see instructions	22	6,915
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

For Paperwork Reduction Act Notice, see separate instructions.

**Part V Listed Property** (Include automobiles, certain other vehicles, certain aircraft, certain computers, and property used for entertainment, recreation, or amusement.)

Note: For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete only 24a, 24b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable.

**Section A—Depreciation and Other Information** (Caution: See the instructions for limits for passenger automobiles.)

<b>24a</b> Do you have evidence to support the business/investment use claimed?		<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No		<b>24b</b> If "Yes," is the evidence written?		<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No	
(a) Type of property (list vehicles first)	(b) Date placed in service	(c) Business/ investment use percentage	(d) Cost or other basis	(e) Basis for depreciation (business/investment use only)	(f) Recovery period	(g) Method/ Convention	(h) Depreciation deduction	(i) Elected section 179 cost			
<b>25</b> Special depreciation allowance for qualified listed property placed in service during the tax year and used more than 50% in a qualified business use (see instructions)							<b>25</b>				
<b>26</b> Property used more than 50% in a qualified business use:											
Van	10/20/16	100.00%	15,735	7,867	5.0	200DBMC	2,990				
		%									
<b>27</b> Property used 50% or less in a qualified business use:											
		%				S/L-					
		%				S/L-					
<b>28</b> Add amounts in column (h), lines 25 through 27. Enter here and on line 21, page 1							<b>28</b>	2,990			
<b>29</b> Add amounts in column (i), line 26. Enter here and on line 7, page 1								<b>29</b>			

**Section B—Information on Use of Vehicles**

Complete this section for vehicles used by a sole proprietor, partner, or other "more than 5% owner," or related person. If you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles.

	(a) Vehicle 1		(b) Vehicle 2		(c) Vehicle 3		(d) Vehicle 4		(e) Vehicle 5		(f) Vehicle 6	
	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
<b>30</b> Total business/investment miles driven during the year (don't include commuting miles)	4,193											
<b>31</b> Total commuting miles driven during the year												
<b>32</b> Total other personal (noncommuting) miles driven												
<b>33</b> Total miles driven during the year. Add lines 30 through 32	4,193											
<b>34</b> Was the vehicle available for personal use during off-duty hours?		X										
<b>35</b> Was the vehicle used primarily by a more than 5% owner or related person?		X										
<b>36</b> Is another vehicle available for personal use?		X										

**Section C—Questions for Employers Who Provide Vehicles for Use by Their Employees**

Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who aren't more than 5% owners or related persons (see instructions).

<b>37</b> Do you maintain a written policy statement that prohibits all personal use of vehicles, including commuting, by your employees?	Yes	No
<b>38</b> Do you maintain a written policy statement that prohibits personal use of vehicles, except commuting, by your employees? See the instructions for vehicles used by corporate officers, directors, or 1% or more owners		X
<b>39</b> Do you treat all use of vehicles by employees as personal use?		X
<b>40</b> Do you provide more than five vehicles to your employees, obtain information from your employees about the use of the vehicles, and retain the information received?		X
<b>41</b> Do you meet the requirements concerning qualified automobile demonstration use? (See instructions.)		X

Note: If your answer to 37, 38, 39, 40, or 41 is "Yes," don't complete Section B for the covered vehicles.

**Part VI Amortization**

(a) Description of costs	(b) Date amortization begins	(c) Amortizable amount	(d) Code section	(e) Amortization period or percentage	(f) Amortization for this year
<b>42</b> Amortization of costs that begins during your 2017 tax year (see instructions):					
<b>43</b> Amortization of costs that began before your 2017 tax year					<b>43</b>
<b>44</b> Total. Add amounts in column (f). See the instructions for where to report					<b>44</b>

Year Ended: December 31, 2017

47-2722572

Dismas Home of New Hampshire  
102 Fourth Street  
Manchester, NH 03102

**Electing out of Bonus Depreciation Allowance for  
All Eligible Depreciable Property**

The above named taxpayer elects out of the first-year bonus depreciation allowance under IRC Section 168(k)(7) for all eligible depreciable property placed in service during the tax year.

47-2722572

**Federal Asset Report**

FYE: 12/31/2017

**Form 990, Page 1**

Asset	Description	Date In Service	Cost	Bus %	Sec 179 Bonus	Basis for Depr	Per Conv Meth	Prior	Current
<b><u>7-year GDS Property:</u></b>									
10	Fire Alarm Upgrades	12/01/17	9,163			9,163	7 MQ200DB	0	327
11	Boiler	11/02/17	8,400			8,400	7 MQ200DB	0	300
12	Security System	9/08/17	6,790			6,790	7 MQ200DB	0	727
15	Furniture	9/01/17	617			617	7 MQ200DB	0	66
			<u>24,970</u>			<u>24,970</u>		<u>0</u>	<u>1,420</u>
<b><u>15-year GDS Property:</u></b>									
13	Windows	5/19/17	3,025			3,025	15 MQ S/L	0	126
			<u>3,025</u>			<u>3,025</u>		<u>0</u>	<u>126</u>
<b><u>Non-Residential Real Property:</u></b>									
14	Roof	10/13/17	9,248			9,248	39 MM S/L	0	49
			<u>9,248</u>			<u>9,248</u>		<u>0</u>	<u>49</u>
<b><u>Prior MACRS:</u></b>									
1	Renovations	10/19/16	21,681		X	10,841	15 MQ S/L	10,931	723
2	Electrical Upgrades	4/20/16	1,500		X	750	15 MQ S/L	781	50
3	Fire Alarm	11/11/16	6,213		X	3,106	7 MQ200DB	3,217	856
4	Interior Painting	9/21/16	967		X	483	15 MQ S/L	496	32
5	Kitchen Remodel	6/28/16	6,108		X	3,054	15 MQ S/L	3,181	204
6	Security Door Locks	9/15/16	3,394		X	1,697	15 MQ S/L	1,739	113
7	Furniture	8/23/16	175		X	87	7 MQ200DB	97	22
8	Fire Suppression System	11/03/16	2,400		X	1,200	7 MQ200DB	1,243	330
			<u>42,438</u>			<u>21,218</u>		<u>21,685</u>	<u>2,330</u>
<b><u>Listed Property:</u></b>									
9	Van	10/20/16	15,735		X	7,867	5 MQ200DB	8,261	2,990
			<u>15,735</u>			<u>7,867</u>		<u>8,261</u>	<u>2,990</u>
<b>Grand Totals</b>			95,416			66,328		29,946	6,915
<b>Less: Dispositions and Transfers</b>			0			0		0	0
<b>Less: Start-up/Org Expense</b>			0			0		0	0
<b>Net Grand Totals</b>			<u>95,416</u>			<u>66,328</u>		<u>29,946</u>	<u>6,915</u>



47-2722572

**AMT Asset Report**

FYE: 12/31/2017

**Form 990, Page 1**

Asset	Description	Date In Service	Cost	Bus Sec % 179Bonus	Basis for Depr	PerConv Meth	Prior	Current
<b>7-year GDS Property:</b>								
10	Fire Alarm Upgrades	12/01/17	9,163		9,163	7 MQ200DB	0	327
11	Boiler	11/02/17	8,400		8,400	7 MQ200DB	0	300
12	Security System	9/08/17	6,790		6,790	7 MQ200DB	0	727
15	Furniture	9/01/17	617		617	7 MQ200DB	0	66
			<u>24,970</u>		<u>24,970</u>		<u>0</u>	<u>1,420</u>
<b>15-year GDS Property:</b>								
13	Windows	5/19/17	3,025		3,025	15 MQ S/L	0	126
			<u>3,025</u>		<u>3,025</u>		<u>0</u>	<u>126</u>
<b>Non-Residential Real Property:</b>								
14	Roof	10/13/17	9,248		9,248	39 MMS/L	0	49
			<u>9,248</u>		<u>9,248</u>		<u>0</u>	<u>49</u>
<b>Prior MACRS:</b>								
1	Renovations	10/19/16	21,681	X	10,841	15 MQ S/L	10,931	723
2	Electrical Upgrades	4/20/16	1,500	X	750	15 MQ S/L	781	50
3	Fire Alarm	11/11/16	6,213	X	3,106	7 MQ200DB	3,217	856
4	Interior Painting	9/21/16	967	X	483	15 MQ S/L	496	32
5	Kitchen Remodel	6/28/16	6,108	X	3,054	15 MQ S/L	3,181	204
6	Security Door Locks	9/15/16	3,394	X	1,697	15 MQ S/L	1,739	113
7	Furniture	8/23/16	175	X	87	7 MQ200DB	97	22
8	Fire Suppression System	11/03/16	2,400	X	1,200	7 MQ200DB	1,243	330
			<u>42,438</u>		<u>21,218</u>		<u>21,685</u>	<u>2,330</u>
<b>Listed Property:</b>								
9	Van	10/20/16	15,735	X	7,867	5 MQ200DB	8,261	2,990
			<u>15,735</u>		<u>7,867</u>		<u>8,261</u>	<u>2,990</u>
<b>Grand Totals</b>			95,416		66,328		29,946	6,915
<b>Less: Dispositions and Transfers</b>			0		0		0	0
<b>Net Grand Totals</b>			<u>95,416</u>		<u>66,328</u>		<u>29,946</u>	<u>6,915</u>

47-2722572

**Bonus Depreciation Report**

FYE: 12/31/2017

Asset	Property Description	Date In Service	Tax Cost	Bus Pct	Tax Sec 179 Exp	Current Bonus	Prior Bonus	Tax - Basis for Depr
<b>Activity: Form 990, Page 1</b>								
13	Windows	5/19/17	3,025		0	0	0	3,025
1	Renovations	10/19/16	21,681		0	0	10,840	10,841
2	Electrical Upgrades	4/20/16	1,500		0	0	750	750
3	Fire Alarm	11/11/16	6,213		0	0	3,107	3,106
4	Interior Painting	9/21/16	967		0	0	484	483
5	Kitchen Remodel	6/28/16	6,108		0	0	3,054	3,054
6	Security Door Locks	9/15/16	3,394		0	0	1,697	1,697
7	Furniture	8/23/16	175		0	0	88	87
8	Fire Suppression System	11/03/16	2,400		0	0	1,200	1,200
9	Van	10/20/16	15,735	100	0	0	7,868	7,867
	<b>Form 990, Page 1</b>		<u>61,198</u>		<u>0</u>	<u>0</u>	<u>29,088</u>	<u>32,110</u>
	<b>Grand Total</b>		<u>61,198</u>		<u>0</u>	<u>0</u>	<u>29,088</u>	<u>32,110</u>

47-2722572

**Depreciation Adjustment Report**

FYE: 12/31/2017

**All Business Activities**

<u>Form</u>	<u>Unit</u>	<u>Asset</u>	<u>Description</u>	<u>Tax</u>	<u>AMT</u>	<u>AMT Adjustments/ Preferences</u>
<b>MACRS Adjustments:</b>						
Page 1	1	1	Renovations	723	723	0
Page 1	1	2	Electrical Upgrades	50	50	0
Page 1	1	3	Fire Alarm	856	856	0
Page 1	1	4	Interior Painting	32	32	0
Page 1	1	5	Kitchen Remodel	204	204	0
Page 1	1	6	Security Door Locks	113	113	0
Page 1	1	7	Furniture	22	22	0
Page 1	1	8	Fire Suppression System	330	330	0
Page 1	1	9	Van	2,990	2,990	0
Page 1	1	10	Fire Alarm Upgrades	327	327	0
Page 1	1	11	Boiler	300	300	0
Page 1	1	12	Security System	727	727	0
Page 1	1	13	Windows	126	126	0
Page 1	1	14	Roof	49	49	0
Page 1	1	15	Furniture	66	66	0
				<u>6,915</u>	<u>6,915</u>	<u>0</u>

<u>Asset</u>	<u>Description</u>	<u>Date In Service</u>	<u>Cost</u>	<u>Tax</u>	<u>AMT</u>
<b><u>Prior MACRS:</u></b>					
1	Renovations	10/19/16	21,681	722	722
2	Electrical Upgrades	4/20/16	1,500	50	50
3	Fire Alarm	11/11/16	6,213	612	612
4	Interior Painting	9/21/16	967	32	32
5	Kitchen Remodel	6/28/16	6,108	203	203
6	Security Door Locks	9/15/16	3,394	113	113
7	Furniture	8/23/16	175	16	16
8	Fire Suppression System	11/03/16	2,400	237	237
10	Fire Alarm Upgrades	12/01/17	9,163	2,525	2,525
11	Boiler	11/02/17	8,400	2,314	2,314
12	Security System	9/08/17	6,790	1,733	1,733
13	Windows	5/19/17	3,025	202	202
14	Roof	10/13/17	9,248	238	238
15	Furniture	9/01/17	617	158	158
			<u>79,681</u>	<u>9,155</u>	<u>9,155</u>
<b><u>Listed Property:</u></b>					
9	Van	10/20/16	15,735	1,793	1,793
			<u>15,735</u>	<u>1,793</u>	<u>1,793</u>
<b>Grand Totals</b>			<u>95,416</u>	<u>10,948</u>	<u>10,948</u>

Form <b>990</b>	<b>Two Year Comparison Report</b>	<b>2016 &amp; 2017</b>
For calendar year 2017, or tax year beginning _____, ending _____		

Name \_\_\_\_\_ Taxpayer Identification Number \_\_\_\_\_

**Dismas Home of New Hampshire**

**47-2722572**

		2016	2017	Differences
<b>Revenue</b>	1. Contributions, gifts, grants	207,064	129,127	-77,937
	2. Membership dues and assessments			
	3. Government contributions and grants		50,000	50,000
	4. Program service revenue		5,117	5,117
	5. Investment income	124	68	-56
	6. Proceeds from tax exempt bonds			
	7. Net gain or (loss) from sale of assets other than inventory		-211	-211
	8. Net income or (loss) from fundraising events			
	9. Net income or (loss) from gaming			
	10. Net gain or (loss) on sales of inventory			
	11. Other revenue			
	12. <b>Total revenue.</b> Add lines 1 through 11	<b>207,188</b>	<b>184,101</b>	<b>-23,087</b>
<b>Expenses</b>	13. Grants and similar amounts paid			
	14. Benefits paid to or for members			
	15. Compensation of officers, directors, trustees, etc.			
	16. Salaries, other compensation, and employee benefits	35,586	158,323	122,737
	17. Professional fundraising fees	14,905		-14,905
	18. Other professional fees	1,028	5,311	4,283
	19. Occupancy, rent, utilities, and maintenance		12,543	12,543
	20. Depreciation and Depletion	29,946	6,915	-23,031
	21. Other expenses	21,678	32,282	10,604
	22. <b>Total expenses.</b> Add lines 13 through 21	<b>103,143</b>	<b>215,374</b>	<b>112,231</b>
	23. <b>Excess or (Deficit).</b> Subtract line 22 from line 12	<b>104,045</b>	<b>-31,273</b>	<b>-135,318</b>
<b>Other Information</b>	24. Total exempt revenue	207,188	184,101	-23,087
	25. Total unrelated revenue			
	26. Total excludable revenue	124	4,974	4,850
	27. Total assets	182,538	161,911	-20,627
	28. Total liabilities	3,259	14,468	11,209
	29. Retained earnings	179,279	147,443	-31,836
	30. Number of voting members of governing body	10	12	
	31. Number of independent voting members of governing body	10	11	
	32. Number of employees	3	9	
	33. Number of volunteers	45	45	

Form **990****Tax Return History****2017**

Name

**Dismas Home of New Hampshire**

Employer Identification Number

**47-2722572**

	2013	2014	2015	2016	2017	2018
Contributions, gifts, grants				207,064	179,127	
Membership dues						
Program service revenue					5,117	
Capital gain or loss					-211	
Investment income				124	68	
Fundraising revenue (income/loss)						
Gaming revenue (income/loss)						
Other revenue						
<b>Total revenue</b>				<b>207,188</b>	<b>184,101</b>	
Grants and similar amounts paid						
Benefits paid to or for members						
Compensation of officers, etc.						
Other compensation				35,586	158,323	
Professional fees				15,933	5,311	
Occupancy costs					12,543	
Depreciation and depletion				29,946	6,915	
Other expenses				21,678	32,282	
<b>Total expenses</b>				<b>103,143</b>	<b>215,374</b>	
<b>Excess or (Deficit)</b>				<b>104,045</b>	<b>-31,273</b>	
Total exempt revenue				207,188	184,101	
Total unrelated revenue						
Total excludable revenue				124	4,974	
Total Assets				182,538	161,911	
Total Liabilities				3,259	14,468	
Net Fund Balances				179,279	147,443	

**Federal Statements****Taxable Interest on Investments**

<u>Description</u>	<u>Amount</u>	<u>Unrelated Business Code</u>	<u>Exclusion Code</u>	<u>Postal Code</u>	<u>Acquired after 6/30/75</u>	<u>US Obs (\$ or %)</u>
Interest Inc	\$ 66					
Total	\$ <u>66</u>					

**Taxable Dividends from Securities**

<u>Description</u>	<u>Amount</u>	<u>Unrelated Business Code</u>	<u>Exclusion Code</u>	<u>Postal Code</u>	<u>Acquired after 6/30/75</u>	<u>US Obs (\$ or %)</u>
Div Income	\$ 2					
Total	\$ <u>2</u>					

**Federal Statements****Form 990, Part IX, Line 24e - All Other Expenses**

<u>Description</u>	<u>Total Expenses</u>	<u>Program Service</u>	<u>Management &amp; General</u>	<u>Fund Raising</u>
Training	\$ 1,585	\$	\$ 1,585	\$
Office Expenses:Computer	1,249		1,249	
Auto & Trans:Service & Pa	1,185	1,185		
Dues & Subscriptions	747	747		
Auto & Trans:Gas & Fuel	728	728		
Home Exp:Drug Tests	694	694		
Fees & Charges:PayPal CC	607			607
Fees & Charges:Fire Alarm	540	540		
Auto & Trans:Registration	296	296		
Office Expenses:Printing	266			266
Taxes & Licenses:Annual R	250		250	
Taxes & Licenses:Licenses	230		230	
Home Exp:Entertainment	214	214		
Home Exp:Background check	200	200		
Fees & Charges:Bank Fees	124		124	
Fees & Charges:Epay	108			108
Office Expenses:Postage	88			88
Taxes & Licenses:Filing F	85		85	
Auto & Trans:Tolls	26	26		
Auto & Trans:Parking	3	3		
<b>Total</b>	<b>\$ 9,225</b>	<b>\$ 4,633</b>	<b>\$ 3,523</b>	<b>\$ 1,069</b>



### Federal Statements

#### Schedule A, Part II, Line 1(e)

<u>Description</u>	<u>Amount</u>
Government Funding:CDFA	\$ 50,000
Donations	87,127
Grant	42,000
Total	<u>\$ 179,127</u>

#### Schedule A, Part II, Line 12 - Current year

<u>Description</u>	<u>Amount</u>
Resident Fees	\$ 3,040
Room & Board (in kind)	2,077
Interest Inc	66
Div Income	2
Total	<u>\$ 5,185</u>

## **BOARD OF DIRECTORS OF DISMAS HOME OF NEW HAMPSHIRE**

### **ALONG WITH BRIEF PROFESSIONAL SUMMARIES**

**Paul Young, President:** Paul began his career as a U.S. Senate Aide and has been a strategic advisor in numerous presidential and congressional campaigns. He is the founder and of Novus Public Affairs, a NH-based public relations company, and Hynes Communications, a leading national online communications company. He has been active in numerous non-profit organizations and ministries. Paul also serves as the Chairman of the Resource Development Committee and is chair of the Executive Committee of Dismas Home of NH.

**Elaine Rizzo PhD, Vice President:** Prior to joining the criminal justice faculty in 1977 at Saint Anselm College, Elaine worked as a counselor for court-involved, at-risk children and adolescents. She founded the former Consortium on Justice and Society at the NH Institute of Politics and was the former Chair of the Criminal Justice Department at Saint Anselm. Elaine has regularly published and presented research on domestic and acquaintance violence, female incarceration, and engaged scholarship among other topics. She also serves as chair of the House Affairs Committee of Dismas Home, and serves on the Executive Committee of Dismas Home of NH.

**John Wallace, Treasurer:** After a tour as a Navy JAG officer, John began a career in human services. He worked in various capacities in the NH Department of Health & Human Services for 35 years, the last 15 as General Counsel and Associate Commissioner. He has served on numerous boards and commissions and is currently a CASA guardian ad litem for abused and neglected children. John is a member of the Finance and Administration Committee and serves on the Executive Committee of Dismas Home of NH.

**Jodi K. Hoyt, SHRM-SCP, Secretary:** Jodi has had a long career in administration and management of a variety of organizations. She began her career at Newport Hospital and Health Center, followed by 12 years with the Community Alliance of Human Services, an entity comprised of several non-profits that provided a wide array of health and human services to at risk children and youth, the elderly, and individuals with disabilities and their families, where she rose to the position of Deputy Director. In January 2009, Jodi accepted a position at the Lake Sunapee Bank as a Senior Vice-President and Chief Human Resources Officer until January of 2017. She is currently holds the position of Human Resources Director for INEX Capital and Growth Advisors since October of 2017. Jodi holds a Bachelor of Science degree in human services administration, with a concentration in personnel management, and has served on several boards of directors of non-profits in her community. She was also selected as a member of Leadership NH's class of 2016. Jodi currently serves as chair of the Finance and Administration Committee, a member of the Resource and Development Committee, and serves on the Executive Committee of Dismas Home of New Hampshire.

**Anthony Coriaty:** Anthony retired from the US Air Force after 23 years of service. He then had a career as a field service engineer installing and repairing analytical research equipment. He has been active in prison ministry work in NJ and NH since 1995. Tony is currently the elected Chairman of Kairos International's New Hampshire Chapter which is celebrating its 30<sup>th</sup> anniversary. The significant renovations which transformed a rundown old building into a lovely home environment can in large part be attributed to Tony's skill and experience in facilities management. Anthony is currently the Facilities Manager of Dismas Home of NH.

**Shari Young:** A Maine native, Shari was raised in Kittery and attended Traip Academy. She is a 1982 graduate of Bentley University, with a BS in Marketing Management and when on to complete the General Managers Program at the Cornell University Hotel School in June, 2000. Currently, she is Chief Operating Officer of Northern Hospitality, a hotel management and development company which owns and manages

the Sheraton Portsmouth Harborside, the Hilton Garden Inn Auburn, Maine, and the Hampton Inn, Lewiston Maine. Shari is the past board member of the New Hampshire Lodging and Restaurant Association (NHLRA), Greater Portsmouth Chamber of Commerce, Pro-Portsmouth, Inc., and the New Hampshire Travel Council. She received the President's Award from the Greater Portsmouth Chamber of Commerce in 1997 and was awarded Innkeeper of the Year in 2003 by the NHLRA. She currently serves on the United Way of the Greater Seacoast's Regional Council, and chair of Women United, an organization of the women leader donors. Shari resides in Stratham, NH, where she has lived since 1988 with husband Bryate Woody. She has raised one daughter, Charlotte, who completed her master's degree in public health in 2016 and resides in Brisbane, Australia. Shari serves on the Resource Development Committee of Dismas Home of NH.

**Julie McCarthy:** Julie is the co-founder of DHNH, was married to the recently deceased co-founder, CEO, Jack McCarthy, and served as the Chief Finance Officer during the first two years of start-up of Dismas Home of NH. She was instrumental in the design and rehabilitation of the current Dismas Home of NH, which took over two years to complete. She assisted in grant writing and raising funds for the first year of start-up which included obtaining a \$50,000 grant from the Community Development Financing Authority in July of 2016. Julie currently is a member of the Finance Administration Committee of Dismas Home of NH as well as the House Affairs Committee.

**Dan Forbes, MSW:** Dan is Director of the Meelia Center for Community Engagement and teaches Social Work at Saint Anselm College. Dan has integrated service into his courses since 1987 and over the years has helped to introduce service-learning into 14 academic departments and over 50 courses at Saint Anselm. He has facilitated numerous workshops across New England to introduce service-learning to faculty and to help campuses develop the infrastructure to support student engagement. For the past five years Dan has been a member of the NH State Prison for Women Citizen Advisory Board and for the past three years has coached the Woman's Prison softball team.

**Michael McGarry:** After three years as an Assistant US Attorney, Michael practiced law in Washington, DC for more than 30 years, serving as managing partner of the DC office of Winston and Strawn for the last 15 of those years. After retiring, Michael founded a vineyard in Vermont which he sold 12 years later. His extensive volunteer work has included prison ministry programs in over 15 states. Mike is currently a member of the Resource Development Committee of Dismas Home of NH.

**Rev. Elizabeth Richeson:** After more than 30 years of work as a hospice volunteer coordinator and bereavement counselor, Beth attended seminary and became a chaplain. For the past 10 years, Beth has been the chaplain at the New Hampshire Correctional Facility for Women. The current focus of her work is to facilitate connections between women within and leaving prison with local congregations and faith-based organizations. She is also serving on the House Affairs Committee of Dismas Home of NH.

**Annika Stanley-Smith:** Annika graduated with academic honors from Southern New Hampshire University with a Bachelor of Science in Industrial Organizational Psychology and a minor in Sociology in 2014. Annika was quickly employed by Granite United Way, as Associate Director of Community Engagement, until October of 2014. And, most currently, she has been employed by the Capital Area Public Health Network as their Substance Misuse Prevention Coordinator. In October of 2015, Annika received the Concord Young Professional of the Month celebrating her as a young professional with outstanding commitment to the community. In her most recent honor, Annika received the Tom Fox Prevention Scholarship which recognized her leadership and significant service in preventing drug and alcohol problems in New Hampshire. She is currently a member of the Governor's Commission Prevention Task Force, and New Futures Advocacy Committee.

**ADVISORY BOARD:**

In addition to a talented and committed Board, DHNH is further supported by a team of dedicated, well-qualified professionals from various fields of expertise that make up our Advisory Board. The Advisory Board advises and consults, on an as-needed basis, with regard to financial, policy, strategic planning, resource and development, social service, criminal justice system, legal, as well as provides guidance for our Executive Committees.

# Sara J. Lutat

*Dedicated and caring Master Social Worker/special educator, specializing in transition (trauma informed)*

## EXPERIENCE

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***Dismas Home of New Hampshire***, Manchester, NH, Executor Director/MSW/MLADC (May 2016 to present)

- Regularly reports to the Executive Committees of the Board of Directors, as well as the Chairman of the Board
- Fiscal management by operating within approved budget, maximizing resource utilization and maintaining a positive financial position for the organization
- Assisting with fundraising, as well as developing funding streams, necessary to support DHNH via grants, request for proposals for state and federal governments, and private donors
- Collaborates with Board of Directors Executive Committee to develop and maintain strategic plan for DHNH
- Successful development and implementation of programs and activities identified within the strategic plan of DHNH
- Development of operational policies/protocols for day-to-day operations, residents, personnel and volunteers
- Insure community and government awareness of policies/regulations/laws through extensive communications
- Assisting established Evaluation team with developing objectives and measures to monitor key performance indicators to assess how the objectives are being achieved, collecting relevant data to support evaluation, and regularly and carrying out evaluations of the organization and residents in order to collect feedback and make adjustments as needed and necessary to meet the mission of DHNH
- Act as a spokesman for DHNH
- Administers and provides evidence based clinical services being provided to the resident for their substance Use and co-occurring disorders, and trauma in one hour weekly sessions (or as needed) with residents
- Oversees the day- to -day operations, staff, interns and volunteers, of DHNH using effective administration and supervision best practices
- Ensures government and grant funding are properly accounted for and maintained
- Responsible for recruitment, employment and personnel management of all personnel both paid and volunteer
- Develop and maintain strong ties within local community and develop evidence based best practices

***YWCA of New Hampshire, Crisis Center***, Manchester, NH, MSW Internship (August 2015 to present)

***Cynthia Day Family Center, Keystone Hall***, Nashua, NH, MSW Internship (August 2014 to May, 2015)

- Provide clinical support by facilitating groups and by providing individual support to clients who are at various stages of recovery process in a substance abuse, residential treatment facility for women and their children
- Researching updating, and creating approved, evidence-based, curriculums for recovery/relapse prevention for psycho-educational groups that support recovery

- Provide individual, clinical support to clients in the community and assist clients with identifying, accessing and connecting to daily living resources upon successful completion of program at Keystone Hall
- Provide case management support when needed to Case Managers of Keystone Hall.
- Experienced with using the NH WIT's system in creating profiles, treatment plans and logging encounter/progress notes with client
- Co-facilitated and provided clinical support for Men's Relapse and Prevention group for men who are in various stages of change and acknowledgement of their abuse, addiction, or recovery

***Regional Services and Education Center/The RSEC Academy, Amherst, NH (September 2005 to June 2016)***

- ***Transitional Coordinator*** for The RSEC Academy, middle school up to high school and beyond
  - Post-secondary transition liaison for students and parents
  - Focus on student mentoring and developing student potential and leadership
  - Developed and designed curriculum for post-secondary, transitional skills program aligned with national standards and Common Core
  - Coordinated and facilitate PATH (Pulling Altogether to Help) teams for at-risk high school students
  - Developed and facilitate Extended Learning Opportunities and Job Shadows for career exploration
  - Assist students with career, college, and job/vocational training explorations and participation
  - Coordinate vocational training opportunities and off site placement in other educational settings
- ***Case Manager*** for The RSEC Academy, middle school up to high school
  - Case manager with IEP development and facilitation
  - Experience with wide variety of students with diagnosed learning disabilities
  - Skilled in writing, data assessment and interpersonal communication
- ***General Special Educator Pre-K – 21 years***
  - Licensed NH educator, Pre-K – 8; General Special Educator Pre-K – 21 years
  - Certified as a Project Adventure experiential educator/facilitator

## **EDUCATION**

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**University of New Hampshire @ Manchester, NH**  
Master of Social Work (MSW) May, 2016

**Notre Dame College, Manchester, NH**  
Bachelor of Arts in Elementary Education (K-8)  
*Cum Laude, Member of Alpha Sigma Lambda Honor Society*

**Becker Junior College, Worcester, MA**  
Associates in Legal Secretarial Science/Paralegal  
*Member of Phi Theta Kappa Honor Society*

# Madison L. Scott

Dedicated, caring and empathetic Social Work/Criminal Justice undergraduate looking to assist previously incarcerated women with their substance use disorder and co-occurring disorders in order to re-enter society successfully

## Experience

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### ***Internships:***

***Dismas Home of New Hampshire, 90-day low intensity alcohol and drug treatment, transitional living program, Manchester, NH, BA Internship (Summer 2017) 120 hours of field work***

***Dismas Home of New Hampshire, 90-day low intensity alcohol and drug treatment, transitional living program, Manchester, NH, BA Internship (Fall 2017) 240 hours of field work***

***Dismas Home of New Hampshire, 90-day low intensity alcohol and drug treatment, transitional living program, Manchester, NH (November 2016 – Present)***

- ***Program Manager (F/T)- Dismas Home of New Hampshire, Manchester, NH***
  - Assisted Executive Director with administrative duties
  - Supervised residents in daily routines
  - Managed residents daily schedules
  - Supervised staff, interns and volunteers
  - Provided case management to residents monitored day to day activities in the home by enforcing Dismas Home of New Hampshire written policy
  - Created a google docs database for clinical and procedural forms
  - Developed procedural forms based off of residential handbook
  - Monitored food supply for residents
  - Facilitated house meeting with residents
  - Trained interns and volunteers to understand and follow protocols and enforce policies
  - Facilitated resident's weekly chores schedule
  - Provided support to residents through conversations assisted with crisis that occurred in the home with residents
  - Assisted residents with career explorations and job search activities
  - Assisted with transportation of residents
  - Managed and developed program and staff schedules
  
- ***Per Diem (P/T)- Dismas Home of New Hampshire, Manchester NH***
  - Supervised residents after hours (nights and weekends)
  - Enforced Dismas Home residential policies
  - Provided support to residents through conversations assisted with crisis that occurred in the home with residents
  - Conducted room checks and ensured bedroom expectation were met

- **Volunteer-** Dismas Home of New Hampshire, Manchester NH  
*Accumulated 75 plus hours in volunteer work*
  - Assisted in establishing Dismas Home of New Hampshire written policy and procedural forms
  - Assisted in establishing a google doc database for clinical forms
  - Created volunteer orientation and established volunteer expectations
  - Facilitated volunteer orientation

***Meelia Center for Community Engagement, Saint Anselm College, Manchester, NH (October 2015- May 2017)***

- **Child and Family Services Coordinator-** Meelia Center for Community Engagement
  - Coordinated and supervised Saint Anselm College students at Child and Family Services Drop in Center
  - Coordinated schedules and meetings with staff and volunteers at Child and Family Services
  - Conducted interviews screening for appropriate individuals for Child and Family Services
  - Responsible for evaluating volunteers and service learners progress
  - Facilitated reflection groups with volunteers and service learners relative to their experience at Child and Family Services
  - Built and facilitated a strong community partnership with Child and Family Services staff

***Mirabella Salon and Day Spa, Merrimack, NH (July 2015- April 2017)***

- **Receptionist** for Mirabella Salon and Day Spa
  - Managed phone calls with customers and facilitated appointments
  - Facilitated money and product distribution for the salon
  - Monitored and organized hairdresser's appointments in their books
  - Assisted with crisis that occurred at the front desk and over the phone
  - Delivered excellent customer service to clients

## **Activities and Community Involvement**

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***American Legion Veterans Organization, Volunteer, Manchester, NH (June 2014 - May 2017)***  
*Accumulated 75 plus hours in volunteer work*

***Child and Family Services, Volunteer, Manchester, NH (September 2015 - May 2017)***  
*Accumulated 95 plus hours in volunteer work*

***Hope for New Hampshire Recovery, Volunteer, Manchester, NH (September 2016- May 2017)***  
*Accumulated 35 plus hours in volunteer work*

## **Education**

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**Saint Anselm College, Manchester NH**  
Bachelor's of Arts in Criminal Justice and Social Work  
*Member of Pi Gamma Mu Honors Society*  
Graduated December 2017



## **Relative Course Work**

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### **CJ 361- A *Women and Crime***

- Acquired knowledge on the analysis of sex-linked differences in aggression provides the conceptual basis for examination of the nature and extent of female crime through history to present day

### **SO 256-A *Social Services***

- Demanding class that provided the study of the areas in which social work is practiced, including common problems encountered and the role of the social worker
- Acquired a better understanding of services such as family and child services, work with the aged, mental health, medical and school social work, and correction

### **SO 357-A *Social Work: Therapeutic Interviewing***

- Emphasized social practice that parallels with social work values
- Preparation course that provided emphasis on developing the knowledge and skills required for therapeutic interviewing and problem-solving with clients

# Megan Leavy

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## **Objective**

To gain part time employment in a residential setting for previously incarcerated women transitioning back into the community

## **Personal Strengths and Skills**

Excellent communication skills

Able to work both independently and within a team

Strong leadership skills

Detail oriented

Able to manage emergency situations in a calm and organized manner

In-depth knowledge of post-incarceration issues, Substance Use Disorder, and Post Traumatic Stress Disorder

Thorough understanding of 12 Step Support Groups, DBT, and other resources available for recovery support

## **Education**

West Chester University

West Chester, PA

Bachelor of Science in Nursing 1994

## **Professional Experience**

### **Dismas Home of NH April 2017 to present**

Resident Leader- responsibilities include reporting emergency situations to Program Director, being a liaison between residents and staff, encouraging healthy communication and relationships with residents, utilizing leadership skills to help foster a positive and sustainable program for current and future residents.

### **St. Anselm College Manchester, NH April 2017 to present**

Utility Worker in Dining Services

### **Highlander Farm Norwich, VT 2007-2015**

Live-in caretaker for farm, farm animals and dogs

### **Lucky Dawg Pet Care Norwich, VT 2010-2014**

Business owner, services included dog walking and boarding, grooming, puppy training, and the care of cats and other domestic animals.

**The Murray Agency** West Lebanon, NH 2009-2010

Licensed Insurance Sales Representative

**Riverbend Veterinary Clinic** Plainfield, NH 2007-2008

Veterinary technician responsibilities and customer service

**Complete Canine** Plainfield, NH 2006-2007

Kennel and dog daycare worker, customer service

### **References**

Steve Wilson 603-656-6158

Terry Churillo 603-860-3699

Reverend Sarah Rockwell of St. Andrews Church in Manchester, NH

Melissa Braga 603-548-6796

# Kelsey Fredette

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## **OBJECTIVE:**

Adaptable, dedicated, and punctual professional seeking a position in the Criminal Justice field where my education and skill set will allow me to positively contribute to your department.

## **SKILLS & QUALIFICATIONS:**

- 7 years of exceptional customer service experience
- Proficient in Microsoft Office Suite
- Clean driving record
- Effective written and verbal communication skills
- Polite and courteous
- Effectively work as part of a team

## **EDUCATION:**

***Kaplan University:*** South Portland, ME (Online)

Anticipated Graduation May 2016

**Certificate in Crime Scene Investigation**

**Relevant Coursework:**

- Crime Scene Investigation I
- Fingerprint Analysis

***Mount Washington College (formally Hesser College):*** Manchester, NH

Graduated in May 2013

**Bachelor's Degree in Criminal Justice**

**Relevant Coursework:**

- Report Writing & Interviewing
- Forensic Psychology
- Study in Forensic Science
- Deviance in Society

## **EXPERIENCE:**

***Dismas Home of New Hampshire:*** Manchester, NH

September 2017 - Present

**Program Assistant**

- Assists in Administrative assistance
- Accountable for weekly Case Management with Residents
- Responsible for running Program groups and group notes
- Responsible for medication supervision with Residents
- Various responsibilities in, activity log, transportation, room checks and food inventory

***Intern at NH State Police:*** Epping, NH

March 2016 - May 2016

***Market Basket:*** Londonderry, NH

October 2008-February 2018

**Grocery Personal**

- Responsible for assisting customers with inquiries and providing excellent customer service
- Accountable for properly stocking the shelves and ensuring that products are in the correct location
- Assist various departments as needed to alleviate workload
- Responsible for receiving deliveries on the weekend; entering invoices into the database system and transferring products to other store locations to meet customer needs

**VOLUNTEER EXPERIENCE & COMMUNITY ACTIVITIES:**

***Londonderry High School:*** Londonderry, NH 2008-Present  
Statistician for the varsity football team during the Fall season

***Londonderry High School:*** Londonderry, NH 2008  
Band member; participated in the 2008 pre-Olympic festival in Beijing China

***Girl Scouts of the Green and White Mountains:*** Londonderry, NH 1999-2010  
Assisted with various service activities throughout the community  
Recipient of the Ambassador Award (2010)

## References

Maureen Dobmeier  
Teacher  
Manchester School of Technology  
530 S. Porter St.  
Manchester NH, 03103  
(603) 624-6490 ext. 3111  
[mdobmeier@mansd.org](mailto:mdobmeier@mansd.org)

Jeff Czarnek, Ph.D.  
Associate Dean  
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Criminal Justice & Social Sciences  
33 South Commercial Street  
Southern New Hampshire University (Online)  
(603)314-1400  
[j.czarnek@snhu.edu](mailto:j.czarnek@snhu.edu)

Dave Mansur  
Produce Manager  
Market Basket  
5 Garden Lane  
Londonderry NH, 03053  
(603) 434-3780

# **The Reverend Sarah Rockwell**

## **MINISTRY OBJECTIVE**

I want to foster and participate in new possibilities for parish ministry where the congregation actively engages and responds to its community

## **THEOLOGY OF MINISTRY**

My theology of ministry is based in St. Paul's letter to the Ephesians (4:11f). Christian ministry is not the sole task of the ordained, but extends to each and every baptized member. It is in the hands and hearts of the laity where Christ touches the world. The work of the ordained is to help equip the laity for the fulfillment of their baptismal vows and to share the work of ministry with them.

## **SUMMARY OF QUALIFICATIONS**

- 18+ years of experience in parish ministry
- involved with community organizing and chaplain work
- helped grow and build St. Peter's from mission to parish status
- experience in helping to build confidence in leadership teams
- served six years on the Commission on Ministry for the Diocese of New Hampshire
- helped design Regional Discernment Committees for the Diocese of New Hampshire
- created Christian Education programs for adults and youth
- organized and led quiet days and retreats

## **PASTORAL SPECIALITIES**

### Pastoral Care

- Model pastoral presence as the heart-beat of parishes where I've served
- Conduct routine pastoral visits in homes, hospitals, and nursing homes
- Care for marginal populations, i.e. undocumented immigrants, people living with addiction, felons

### Outreach and Social Justice

- Involved with local grass roots organizing agency which empowers marginal populations to find their voice in order to address issues that impact them

- Implemented activities where parishioners worked with addicts to build healthy relationships and encourage trust
- Connected parish with local social service organizations to establish working relationships and learn about neighborhood needs
- Educated parish about the need for sanctuary space for undocumented immigrants in order to become a sanctuary supporting congregation
- Expanded outreach committee work and made outreach opportunities more transparent and accessible to parishioners
- Linked parishes in mutual support for local food pantry ministry
- Served on the Board of Directors for Community Caregivers of Greater Derry

### Worship

- Integrated different liturgies of Holy Eucharist into Sunday worship while keeping the Book of Common Prayer as the standard for worship in parish life
- Created summer “picnic” Eucharist and informal “potluck” Eucharist to attract young families and build fellowship
- Incorporated monthly liturgies of healing into parish life

### Faith Formation

- Created reflective “safe space” to explore the meaning of Higher Power for people living with addiction
- Designed and led confirmation classes for youth and adults
- Empowered parishioners to form church school for children
- Designed and led a monthly conversation for parents of young children who did not belong to a faith community

## **EMPLOYMENT HISTORY**

September 2017 - Present: Certified Recovery Support Worker, Dismas Home of NH  
Part-time position working at a home for previously incarcerated women

November 2015 - Present: Priest-in-Charge, St. Andrew’s Church, Manchester, NH  
Part-time position in a family-sized parish with 22 active members

2004 - June 2015: Vicar/Rector, St. Peter’s Church, Londonderry, NH  
120 active members, \$168,000 budget, 3 compensated staff

1999 - 2004: Associate Rector, Church of the Good Shepherd, Burke, VA  
Pastoral Care Associate

1997 - 1999: Curate, St. Andrew’s Church, Longmeadow, MA  
Worked primarily with Christian Education and Youth



## **MEMBERSHIP ORGANIZATIONS**

Granite State Organizing Project: President of the Board (2018-2020)  
Spiritual Directors International

## **EDUCATION**

M.Div., Yale University, New Haven, CT, 1993  
Anglican Studies Certificate, Berkeley Episcopal Divinity School at Yale University  
Awarded the Theology and Art Prize, The Institute of Sacred Music and Worship in the  
Arts, Yale University

A.B., Art History, Smith College, Northampton, MA 1987

Certificate of Spiritual Direction Training from the Hesychia Program for Spiritual Direction,  
Redemptorist Center, Tucson, AZ, Spring of 2014

## **HOBBIES AND AVOCATIONS**

Reading, knitting, cooking, mosaics, printmaking, hiking, kayaking, gardening  
watching independent movies

### **References:**

The Right Reverend A. Rob Hirschfeld  
The Episcopal Church of New Hampshire  
603-224-1914

The Reverend Sue Poulin  
The Church of St. John the Baptist, Sanbornville, NH  
603-522-3329

Mr. Dave Young  
St. Andrew's Church, Hopkinton, NH  
603-746-6611

Ms. Nancy Harding  
St. Andrew's Episcopal Church, Manchester, NH  
603-714-0475

# Key Salary Personnel

## KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Dismas Home of NH

Name of Program/Service: Dismas Home of NH

Name of Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
F/T Sara Lutat, Executive Director	\$70,000	0.00%	\$0.00
F/T Madison Scott, Program Manager	\$35,000	0.00%	\$0.00
F/T Meagan Leavey, Night Manager	\$28,000	0.00%	\$0.00
P/T Kelsey Fredette, Program Assistant	\$25,000	0.00%	\$0.00
P/T Sarah Rockwell, Program Assistant	\$10,000	0.00%	\$0.00
	\$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
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>	<b>\$168,000.00</b>	<b>0.00%</b>	<b>\$0.00</b>

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.

Subject: Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST-03)

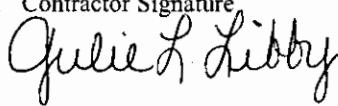
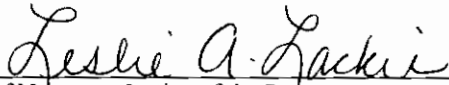
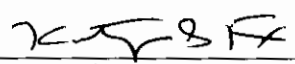

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Grafton County New Hampshire - Grafton County Department of Corrections and Alternative Sentencing		1.4 Contractor Address 3855 Dartmouth College Highway North Haverhill, NH 03774	
1.5 Contractor Phone Number 603-787-6941	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 \$247,000
1.9 Contracting Officer for State Agency E. Maria 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 Julie L. Libby, County Administrator	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Grafton</u> On <u>6/5/18</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 <u>Leslie A. Hackie, Notary, Commission Expires 11/20/2018</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Katja S. Fox, Director</u> Date: <u>6/7/18</u>	
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>6/8/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**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-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all 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, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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 supersedes 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 shall provide substance use disorder treatment and recovery support services in this Agreement for individuals who are incarcerated at the Grafton County Department of Corrections and who are enrolled in the Grafton County Alternative Sentencing.

### 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



Exhibit A

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 (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.





Exhibit A

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- 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.
- 2.4. 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 2.3.1.3 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



Exhibit A

- 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 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 2.3.1.3 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.



Exhibit A

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- 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.
- 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



Exhibit A

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:
  - 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.



Exhibit A

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- 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.
  - 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.

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Exhibit A

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

- 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



Exhibit A

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)

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.



Exhibit A

- 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 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





Exhibit A

- 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 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



Exhibit A

- 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
  - 2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to



Exhibit A

- 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 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. 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->



Exhibit A

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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 Education Tools that include:
      - 2.9.1.4.1. Asses 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.



Exhibit A

- 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.
  - 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.

### 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 8.1.2).
  - 3.1.5. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.



Exhibit A

- 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;
  - 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



Exhibit A

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.
- 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. Reserved

#### 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.



Exhibit A

- 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;
      - 6.1.3.1.7. Restraint; or





Exhibit A

- 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
  - 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.



Exhibit A

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## 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. 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 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.



Exhibit A

- 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.
  - 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:



Exhibit A

- 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:
  - 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.



Exhibit A

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- 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 541-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:29; 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.



### 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: Addiction 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





### Exhibit A-1 Operational Requirements

- 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;



### Exhibit A-1 Operational Requirements

- 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



### Exhibit A-1 Operational Requirements

- 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.



### Exhibit A-1 Operational Requirements

- 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, epi-pens, 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.
- 16. Personal Rights.
  - 16.1. 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.
  - 16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:



### Exhibit A-1 Operational Requirements

- 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;
    - 19.1.6. 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;



### Exhibit A-1 Operational Requirements

- 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



### Exhibit A-1 Operational Requirements

- 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.



### Exhibit A-1 Operational Requirements

- 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.





### Exhibit A-1 Operational Requirements

- 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.



### Exhibit A-1 Operational Requirements

- 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.



### Exhibit A-1 Operational Requirements

- 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



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.

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6/5/18



Exhibit B

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- 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.

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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%	8%
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

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- 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**

<b>Service</b>	<b>Contract Rate: Maximum Allowable Charge</b>	<b>Unit</b>
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.
Recovery Support Services: Individual Intensive Case Management	\$16.50	15 min
Recovery Support Services: Group Intensive Case Management	\$5.50	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 procedures.
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. **Retroactive 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 amounts 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;



- 7.3. 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 (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 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 13166, 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





- 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 affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope 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.



**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 GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Contractor Name: Grafton County - Department of  
Corrections & Alternative Sentencing

6/5/18  
Date

Julie L. Libby  
Name: Julie L Libby  
Title: County Administrator



**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
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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: Grafton County - Department  
of Corrections & Alternative Sentencing

6/5/18  
Date

Julie L. Libby  
Name: Julie L. Libby  
Title: County Administrator



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Grafton County - Department of  
Corrections & Alternative Sentencing

6/5/18  
Date

Julie L. Libby  
Name: Julie L Libby  
Title: County Administrator



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

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

Contractor Initials

*jl*

Date

*6/5/18*



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: Grafton County - Department of  
Corrections & Alternative Sentencing

6/5/18  
Date

Julie L. Libby  
Name: Julie L Libby  
Title: County Administrator

Exhibit G

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

Contractor Initials jl

Date 6/5/18



**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: Grafton County - Department of  
Correction s& Alternative Sentencing

6/5/18  
Date

Julie L. Libby  
Name: Julie L Libby  
Title: County Administrator



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

- i. "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 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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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 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

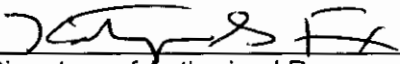
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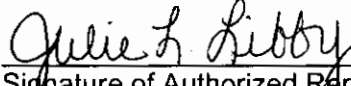


Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services  
The State  
  
 Signature of Authorized Representative  
Katja S Fox  
 Name of Authorized Representative  
Director  
 Title of Authorized Representative  
6/7/18  
 Date

Grafton County - Department of Corrections & Alternative Sentencing  
Name of the Contractor  
  
 Signature of Authorized Representative  
Julie L Libby  
 Name of Authorized Representative  
County Administrator  
 Title of Authorized Representative  
June 5, 2018  
 Date





**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: Grafton County - Department of  
Corrections & Alternative Sentencing

6/5/18  
Date

Julie L. Libby  
Name: Julie L Libby  
Title: County Administrator



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: 08 125 9830
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO  YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

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A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



**DHHS Information Security Requirements**

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mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a



**DHHS Information Security Requirements**

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request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

**II. METHODS OF SECURE TRANSMISSION OF DATA**

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open



**DHHS Information Security Requirements**

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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

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from





DHHS Information Security Requirements

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and 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.

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 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and



**DHHS Information Security Requirements**

---

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

DHHSPrivacy.Officer@dhhs.nh.gov

# CERTIFICATE OF VOTE

I, Linda D. Lauer, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Grafton County  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Commissioners of the Agency duly held on June 05, 2018:  
(Date)

**RESOLVED:** That the County Administrator  
(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 5th day of June, 2018.  
(Date Contract Signed)

4. Julie L Libby is the duly appointed County Administrator  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Grafton

The forgoing instrument was acknowledged before me this 5th day of June, 2018.

By Linda D. Lauer  
(Name of Elected Officer of the Agency)

  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 11/20/2018



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<b>Participating Member:</b> Grafton County 3855 Dartmouth College Highway Box #1 North Haverhill, NH 03774	<b>Member Number:</b> 603	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
-------------------------------------------------------------------------------------------------------------------------	------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------


Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, if Not	
<input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2018	7/1/2019	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	7/1/2018	7/1/2019	<input checked="" type="checkbox"/> Statutory	\$2,000,000
			Each Accident	\$2,000,000
			Disease - Each Employee	
			Disease - Policy Limit	
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	

**Description:** Proof of Primex Member coverage only.

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	Primex <sup>3</sup> - NH Public Risk Management Exchange  By: <i>Tammy Dewar</i>  Date: 5/31/2018    tdenver@nhprimex.org
State of NH, DHHS 129 Pleasant St Concord, NH 03301			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax

## **Grafton County Alternative Sentencing Department, PROGRAM MISSION STATEMENTS:**

- **The mission of the Grafton County Adult Diversion Program is to hold eligible first time felony offenders accountable while providing the resources, skills, and education to reduce the risk of committing crimes in the future. The program is an alternative to prosecution that offers a defendant a chance to avoid a criminal conviction and other punitive sanctions including fines, probation, and incarceration.**
- **Grafton County Mental Health Court Program seeks to provide an effective and meaningful alternative to the traditional criminal justice system for individuals with a mental illness. Our goal is to promote prompt intervention, education, treatment and recovery in order to improve the quality of the individual's life, reduce recidivism and improve community safety.**
- **The mission of the Grafton County Juvenile Court Diversion Program is to focus on Grafton County youth that have committed minor offenses and to work with youth to make amends for the harm they caused to the victim, community, family and themselves by diverting first-time offenders from the traditional juvenile justice system. The program helps hold youth accountable while addressing at risk behavior with the goal of preventing future involvement with the criminal justice system.**

	<p align="center"><b>GRAFTON COUNTY DEPARTMENT OF CORRECTIONS</b></p> <p align="center">POLICIES AND PROCEDURES</p>	<p align="center">Section <b>1</b></p>	<p align="center">Policy Number <b>1.A.2</b></p>
<p align="center">Title <b>Mission Statement</b></p>		<p align="center">Section <b>Administration &amp; Management</b></p> <p align="center">References</p>	
<p><b>Approved Date:</b> January 1, 2013</p>	<p><b>Effective Date:</b> January 1, 2013</p>	<p><b>Reviewed Date:</b></p>	

**POLICY:**

The mission of the Grafton County Department of Corrections is to contribute to public safety by maintaining a balanced correctional system of institutional and community programs that provide a range of control and rehabilitative options for criminal offenders and those offenders awaiting trial.

Guiding Operational Philosophy

- We shall demonstrate the highest ethical and professional standards in all our operations
- We shall maintain appropriate safe, secure, and humane correctional environments while providing supervision, control, and rehabilitative opportunities for offenders
- We are accountable to the public for our operations and shall maintain cooperation and open communications with law enforcement agencies, governmental entities, and members of the community
- We are accountable to each other in the application of our mission and shall commit to operating as a TEAM first - ensuring the safety and security of those in our custody, our co-workers, volunteers, and members of the public

**COUNTY OF GRAFTON, NEW HAMPSHIRE**

**Annual Financial Statements**

**For the Year Ended June 30, 2017**



## TABLE OF CONTENTS

	<u>PAGE</u>
<b>INDEPENDENT AUDITORS' REPORT</b>	1
<b>MANAGEMENT'S DISCUSSION AND ANALYSIS</b>	4
<b>BASIC FINANCIAL STATEMENTS:</b>	
<b>Government-wide Financial Statements:</b>	
Statement of Net Position	11
Statement of Activities	12
<b>Fund Financial Statements:</b>	
<b>Governmental Funds:</b>	
Balance Sheet	13
Reconciliation of Total Governmental Fund Balances to Net Position of Governmental Activities in the Statement of Net Position	14
Statement of Revenues, Expenditures, and Changes in Fund Balances	15
Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities	16
Statement of Revenues and Other Sources, and Expenditures and Other Uses - Budget and Actual – General Fund	17
<b>Fiduciary Funds:</b>	
Statement of Fiduciary Net Position	18
<b>Notes to Financial Statements</b>	19
<b>REQUIRED SUPPLEMENTARY INFORMATION:</b>	
<b>OPEB:</b>	
Schedule of Proportionate Share of the Net OPEB Liability	40
<b>Pension:</b>	
Schedule of Proportionate Share of the Net Pension Liability (GASB 68)	41
Schedule of Pension Plan Information	42

## INDEPENDENT AUDITORS' REPORT

To the Board of Commissioners  
County of Grafton, New Hampshire

### **Report on the Financial Statements**

We have audited the accompanying financial statements of the governmental activities, the major fund, and the aggregate remaining fund information of the County of Grafton, New Hampshire, as of and for the year ended June 30, 2017, and the related notes to the financial statements, which collectively comprise the County of Grafton, New Hampshire's basic financial statements as listed in the Table of Contents.

### **Management's Responsibility for the Financial Statements**

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

### **Auditors' Responsibility**

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America 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 financial statements are free of material misstatement.

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

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

## **Opinions**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the major fund, and the aggregate remaining fund information of the County of Grafton, New Hampshire, as of June 30, 2017, and the respective changes in financial position, and the respective budgetary comparison for the General Fund for the year then ended in conformity with accounting principles generally accepted in the United States of America.

## **Other Matters**

### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis and the OPEB and Pension schedules appearing on pages 40 to 42 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with the audited financial statements. In addition, we performed certain analytical procedures on the information. Based on our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements, we do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with evidence sufficient to express an opinion or provide any assurance.

### **Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated October 17, 2017 on our consideration of the County's 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 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 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 the County's internal control over financial reporting and compliance.

*Melanson Heath*

October 17, 2017

## MANAGEMENT'S DISCUSSION AND ANALYSIS

As management of the County of Grafton, New Hampshire (the County), we offer readers this narrative overview and analysis of the financial activities of the County for the fiscal year ended June 30, 2017.

### A. OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the basic financial statements. The basic financial statements are comprised of three components: (1) government-wide financial statements, (2) fund financial statements, and (3) notes to financial statements. This report also contains other required supplementary information in addition to the basic financial statements themselves.

**Government-wide financial statements.** The government-wide financial statements are designed to provide readers with a broad overview of our finances in a manner similar to a private-sector business.

The Statement of Net Position presents information on all assets, liabilities, and deferred outflows/inflows of resources, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position is improving or deteriorating.

The Statement of Activities presents information showing how the County's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., earned but unused vacation and sick leave).

The governmental activities include general government, public safety, corrections, county farm, human services, cooperative extension, economic development and nursing home.

**Fund financial statements.** A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. Fund accounting is used to ensure and demonstrate compliance with finance-related legal requirements. All of the funds can be divided into two categories: governmental funds and fiduciary funds.

**Governmental funds.** Governmental funds are used to report the activities of the County that are the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of expendable resources, as well as on the limited number of expendable resources available

at the end of the fiscal year. Such information may be useful in evaluating the County's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the County's near-term financing decisions. Both the governmental fund Balance Sheet and the governmental fund Statement of Revenues, Expenditures, and Changes in Fund Balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

An annual appropriated budget is adopted for the General Fund. A budgetary comparison statement has been provided in order to demonstrate compliance with this budget.

**Fiduciary funds.** Fiduciary funds are used to account for resources held for the benefit of parties outside the County. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support County programs.

**Notes to financial statements.** The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

**Other information.** In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information which is required to be disclosed by accounting principles generally accepted in the United States of America.

## **B. FINANCIAL HIGHLIGHTS**

- As of the close of the current fiscal year, the total of liabilities and deferred inflows exceeded assets and deferred outflows by \$(8,976,798) (i.e., net position), a change of \$(1,144,602) in comparison to the prior year.
- As of the close of the current fiscal year, governmental funds reported combined ending fund balances of \$3,639,835, a change of \$349,094 in comparison to the prior year.
- At the end of the current fiscal year, the available balance for the General Fund was \$3,593,729, a change of \$419,340 in comparison to the prior year.

### C. GOVERNMENT-WIDE FINANCIAL ANALYSIS

The following is a summary of condensed government-wide financial data for the current and prior fiscal years.

	<u>NET POSITION</u>	
		<u>Governmental Activities</u>
	<u>2017</u>	<u>2016</u>
Current assets	\$ 6,526,359	\$ 6,254,574
Noncurrent assets	<u>48,941,905</u>	<u>49,806,828</u>
Total assets	55,468,264	56,061,402
Deferred outflows	10,639,636	2,107,443
Current liabilities	6,982,473	6,852,494
Noncurrent liabilities	<u>67,743,530</u>	<u>58,164,834</u>
Total liabilities	74,726,003	65,017,328
Deferred inflows	358,695	983,713
Net position:		
Net investment in capital assets	20,266,951	18,886,289
Restricted	46,106	116,352
Unrestricted	<u>(29,289,855)</u>	<u>(26,834,837)</u>
Total net position	<u>\$ (8,976,798)</u>	<u>\$ (7,832,196)</u>

### CHANGE IN NET POSITION

	<u>Governmental Activities</u>	
	<u>2017</u>	<u>2016</u>
Revenues:		
Program revenues:		
Charges for services	\$ 15,935,281	\$ 14,271,881
Operating grants and contributions	1,378,525	1,045,402
General revenues:		
County taxes	23,985,628	22,372,127
County fees	1,000,000	1,000,000
Miscellaneous	1,000,000	1,000,000
Loss on disposals	<u>(7,165)</u>	<u>(42,385)</u>
Total revenues	42,034,009	39,785,178

(continued)

CHANGE IN NET POSITION

	Governmental Activities	
	<u>2017</u>	<u>2016</u>
Expenses:		
General government	5,954,303	5,412,257
Public safety	2,819,862	2,624,794
Corrections	6,840,275	6,216,955
County farm	667,093	592,939
Human services	7,492,436	7,645,497
Cooperative extension	403,363	374,153
Economic development	825,825	848,015
Nursing home	17,068,312	15,003,602
Interest expense	906,526	1,200,083
Other	<u>200,706</u>	<u>-</u>
Total expenses	<u>43,178,701</u>	<u>39,918,295</u>
Change in net position	(1,144,602)	(1,133,117)
Net position - beginning of year	<u>(7,832,196)</u>	<u>(6,699,079)</u>
Net position - end of year	<u>\$ (8,976,798)</u>	<u>\$ (7,832,196)</u>

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. At the close of the most recent fiscal year, total net position was \$(8,976,798), a change of \$(1,144,602) from the prior year.

The largest portion of net position, \$20,266,951, reflects our investment in capital assets (e.g., land, land improvements, buildings and improvements, and equipment and vehicles), less any related debt used to acquire those assets that is still outstanding. These capital assets are used to provide services to citizens; consequently, these assets are not available for future spending. Although the investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of net position, \$46,106, represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position is in a deficit of \$(20,220,685), primarily resulting from the unfunded net OPEB obligation (see Note 13) and the unfunded net pension liability (see Note 14).



**Governmental activities.** Governmental activities for the year resulted in a change in net position of \$(1,144,602). Key elements of this change are as follows:

Governmental funds operating results	\$ 349,094
Purchase of capital assets	765,211
Loss on disposals of capital assets	(7,165)
Principal debt service in excess of depreciation expense	698,975
Change in accrued interest liability	(97,674)
Change in compensated absence liability	55,158
Change in net OPEB obligation	(1,623,379)
Change in net pension liability	(8,194,021)
Change in deferred outflows of resources	6,284,181
Change in deferred inflows of resources	<u>625,018</u>
Total	\$ <u><u>(1,144,602)</u></u>

#### **D. FINANCIAL ANALYSIS OF THE COUNTY'S FUNDS**

As noted earlier, fund accounting is used to ensure and demonstrate compliance with finance-related legal requirements.

**Governmental funds.** The focus of governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources.

Such information is useful in assessing financing requirements. In particular, unassigned fund balance may serve as a useful measure of the County's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, governmental funds reported combined ending fund balances of \$3,639,835, a change of \$349,094 in comparison to the prior year. Key elements of this change are as follows:

General Fund operating results	\$ 419,340
Nonmajor Governmental Funds operating results	<u>(70,246)</u>
Total	\$ <u><u>349,094</u></u>

The General Fund is the chief operating fund. At the end of the current fiscal year, unassigned fund balance, a measure of the General Fund's liquidity, was \$3,593,729. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total budgeted expenditures. Refer to the table below.

<u>General Fund</u>	<u>6/30/17</u>	<u>6/30/16</u>	<u>Change</u>	<u>Percentage of Total Budgeted Expenditures</u>
Unassigned fund balance	\$ 1,619,257	\$ 999,047	\$ 620,210	4.0%
Total fund balance	\$ 3,593,729	\$ 3,174,389	\$ 419,340	8.9%

The total fund balance of all funds changed by \$349,094 during the current fiscal year. Key factors in this change are as follows:

Revenues in excess of budget	\$ 967,394
Expenditures less than appropriations	787,831
Use of fund balance - reduce taxes	(1,030,000)
Use of fund balance - prior year reserves	(196,459)
Transfer to reserve funds	88,152
Nonmajor governmental funds operating results	(70,246)
Use of Deeds surcharge funds	(20,472)
Use of committed reserve funds	<u>(177,106)</u>
Total all funds	<u>\$ 349,094</u>

Included in the General Fund are the County's Delegation voted reserve funds with the following balances:

	<u>6/30/17</u>	<u>6/30/16</u>	<u>Change</u>
Nursing Home Reserve	\$ 110,581	\$ 236,026	\$ (125,445)
Dispatch Capital Reserve	<u>153,401</u>	<u>115,908</u>	<u>37,493</u>
Total	<u>\$ 263,982</u>	<u>\$ 351,934</u>	<u>\$ (87,952)</u>

#### **E. BUDGETARY HIGHLIGHTS**

Differences between the original budget and the final amended budget resulted in an overall change in appropriations of \$196,459. This change relates to a use of prior year reserves (fund balance) for various purposes.

#### **F. CAPITAL ASSET AND DEBT ADMINISTRATION**

**Capital assets.** Total investment in capital assets for governmental activities at year-end amounted to \$48,941,905 (net of accumulated depreciation). This investment in capital assets was used for building improvements and improvements, and equipment and vehicles.

Additional information on capital assets can be found in the notes to financial statements.

**Long-term debt.** At the end of the current fiscal year, total bonded debt outstanding was \$30,863,719, all of which was backed by the full faith and credit of the County.

Additional information on long-term debt can be found in the notes to financial statements.

### **REQUESTS FOR INFORMATION**

This financial report is designed to provide a general overview of the County of Grafton, New Hampshire's finances for all those with an interest in the County's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to:

County of Grafton, New Hampshire  
3855 Dartmouth College Highway  
North Haverhill, New Hampshire 03774

COUNTY OF GRAFTON, NEW HAMPSHIRE

STATEMENT OF NET POSITION

JUNE 30, 2017

	Governmental Activities
<b>ASSETS AND DEFERRED OUTFLOWS OF RESOURCES</b>	
Current:	
Cash and short-term investments	\$ 3,983,922
Restricted cash	446,374
Accounts receivable, net of allowances	1,664,901
Inventory	383,662
Other assets	<u>47,500</u>
Total current assets	6,526,359
Noncurrent:	
Capital Assets:	
Land	214,190
Other capital assets, net of accumulated depreciation	<u>48,727,715</u>
Total noncurrent assets	<u>48,941,905</u>
Total Assets	55,468,264
Deferred Outflows of Resources:	
Related to pensions	8,391,623
Loss on bond refunding	<u>2,248,013</u>
Total Deferred Outflows of Resources	<u>10,639,636</u>
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	66,107,900
<b>LIABILITIES AND DEFERRED INFLOWS OF RESOURCES</b>	
Current:	
Accounts payable	2,494,811
Accrued expenses	363,142
Other liabilities	28,571
Accrued interest	448,850
Current portion of noncurrent liabilities:	
Bonds payable	2,654,581
Capital lease payable	44,366
Compensated absences	<u>948,152</u>
Total current liabilities	6,982,473
Noncurrent:	
Bonds payable, net of current portion	28,209,138
Capital lease payable, net of current portion	14,882
Compensated absences, net of current portion	427,573
Net OPEB obligation	10,686,106
Net pension liability	<u>28,405,831</u>
Total noncurrent liabilities	<u>67,743,530</u>
Total Liabilities	74,726,003
Deferred Inflows of Resources - Pension Related	<u>358,695</u>
TOTAL LIABILITIES AND DEFERRED INFLOWS OF RESOURCES	75,084,698
NET POSITION	
Major portion available for general purposes	29,289,855
Restricted for grants and other statutory restrictions	46,106
Unrestricted	<u>(29,289,855)</u>
TOTAL NET POSITION	\$ 48,973,798

This financial statement is prepared in accordance with the requirements of GASB Statement No. 34.

COUNTY OF GRAFTON, NEW HAMPSHIRE

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JUNE 30, 2017

		<u>Program Revenues</u>		<u>Net (Expenses) Revenues and Change in Net Position</u>
	<u>Expenses</u>	<u>Charges for Services</u>	<u>Operating Grants and Contributions</u>	<u>Governmental Activities</u>
<b>Governmental Activities:</b>				
General government	\$ 5,954,303	\$ 1,086,526	\$ 76,520	\$ (4,791,257)
Public safety	2,819,862	1,114,479	279,308	(1,426,075)
Corrections	6,840,275	9,798	246,872	(6,583,605)
County farm	667,093	521,959	-	(145,134)
Human services	7,492,436	-	-	(7,492,436)
Cooperative extension	403,363	5,000	-	(398,363)
Economic development	825,825	-	775,825	(50,000)
Nursing home	17,068,312	13,197,519	-	(3,870,793)
Interest expense	906,526	-	-	(906,526)
Other	200,706	-	-	(200,706)
Total Governmental Activities	<u>\$ 43,178,701</u>	<u>\$ 15,935,281</u>	<u>\$ 1,378,525</u>	(25,864,895)
<b>General Revenues:</b>				
				23,985,628
				35,511
				706,319
				<u>(7,165)</u>
				Total general revenues <u>24,720,293</u>
				Change in Net Position (1,144,602)
<b>Net Position:</b>				
				<u>(7,832,196)</u>
				End of year \$ <u>(8,976,798)</u>

The accompanying notes are an integral part of these financial statements.

COUNTY OF GRAFTON, NEW HAMPSHIRE

GOVERNMENTAL FUNDS

BALANCE SHEET

JUNE 30, 2017

	General Fund	Nonmajor Governmental Funds	Total Governmental Funds
<b>ASSETS</b>			
Cash and short-term investments	\$ 3,782,196	\$ 201,726	\$ 3,983,922
Restricted cash	446,374	-	446,374
Accounts receivable, net of allowances	1,664,901	-	1,664,901
Inventory	383,662	-	383,662
Other assets	47,500	-	47,500
<b>TOTAL ASSETS</b>	<b>\$ 6,324,633</b>	<b>\$ 201,726</b>	<b>\$ 6,526,359</b>
<b>LIABILITIES AND FUND BALANCES</b>			
Liabilities:			
Accounts payable	\$ 2,339,191	\$ 155,620	\$ 2,494,811
Accrued expenses	363,142	-	363,142
Other liabilities	28,571	-	28,571
<b>Total Liabilities</b>	<b>2,730,904</b>	<b>155,620</b>	<b>2,886,524</b>
Fund Balances:			
Nonspendable	383,662	-	383,662
Restricted	169,999	46,106	216,105
Committed	263,982	-	263,982
Assigned	1,156,829	-	1,156,829
Unassigned	1,619,257	-	1,619,257
<b>Total Fund Balances</b>	<b>3,593,729</b>	<b>46,106</b>	<b>3,639,835</b>
<b>TOTAL LIABILITIES AND FUND BALANCES</b>	<b>\$ 6,324,633</b>	<b>\$ 201,726</b>	<b>\$ 6,526,359</b>

The accompanying notes are an integral part of these financial statements.

**COUNTY OF GRAFTON, NEW HAMPSHIRE**

**RECONCILIATION OF TOTAL GOVERNMENTAL FUND  
BALANCES TO NET POSITION OF GOVERNMENTAL  
ACTIVITIES IN THE STATEMENT OF NET POSITION**

JUNE 30, 2017

<b>Total governmental fund balances</b>	\$	3,639,835
• Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.		48,941,905
• Deferred outflows of resources from net pension liability.		8,391,623
• Loss on debt refunding is deferred and amortized over the remaining life of the reissued debt.		2,248,013
• In the Statement of Activities, interest is accrued on outstanding long-term debt, whereas in governmental funds interest is not reported until due.		(448,850)
• Long-term liabilities not due and payable in the current period and, therefore, are not reported in the governmental funds:		
Bonds payable		(30,863,719)
Capital lease payable		(59,248)
Compensated absences		(1,375,725)
Net OPEB obligation		(10,686,106)
Net pension liability		(26,405,831)
• Deferred inflows of resources from net pension liability.		<u>(358,695)</u>
<b>Net position of governmental activities</b>	<b>\$</b>	<b><u>(8,976,798)</u></b>

COUNTY OF GRAFTON, NEW HAMPSHIRE

GOVERNMENTAL FUNDS

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES

FOR THE YEAR ENDED JUNE 30, 2017

	General <u>Fund</u>	Nonmajor Governmental <u>Funds</u>	Total Governmental <u>Funds</u>
<b>Revenues:</b>			
County taxes	\$ 23,985,628	\$ -	\$ 23,985,628
Nursing home	13,197,519	-	13,197,519
Charges for services	2,727,964	9,798	2,737,762
Intergovernmental	321,259	1,057,266	1,378,525
Investment income	35,511	-	35,511
Miscellaneous	<u>701,855</u>	<u>4,464</u>	<u>706,319</u>
Total Revenues	40,969,736	1,071,528	42,041,264
<b>Expenditures:</b>			
Current:			
General government	4,931,460	4,704	4,936,164
Public safety	2,396,190	-	2,396,190
Corrections	5,423,302	5,578	5,428,880
County farm	567,118	-	567,118
Human services	7,477,259	-	7,477,259
Cooperative extension	374,976	-	374,976
Economic development	50,000	775,825	825,825
Nursing home	15,631,264	-	15,631,264
Capital outlay	496,333	279,308	775,641
Debt service:			
Principal	2,393,641	76,359	2,470,000
Interest	<u>808,853</u>	<u>-</u>	<u>808,853</u>
Total Expenditures	<u>40,550,396</u>	<u>1,141,774</u>	<u>41,692,170</u>
Excess (deficiency) of revenues over expenditures	419,340	(70,246)	349,094
<b>Other Financing Sources (Uses):</b>			
Refunding bonds issued	16,180,000	-	16,180,000
Refunding bond premium	2,768,719	-	2,768,719
Payment to refunded bonds escrow agent	(18,748,013)	-	(18,748,013)
Cost of issuance	<u>(200,706)</u>	<u>-</u>	<u>(200,706)</u>
Total Other Financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>-</u>
Excess (deficiency) of revenues and other sources over expenditures and other uses	419,340	(70,246)	349,094
Fund Equity, at End of Year	\$ <u>3,593,729</u>	\$ <u>46,106</u>	\$ <u>3,639,835</u>



COUNTY OF GRAFTON, NEW HAMPSHIRE

RECONCILIATION OF THE STATEMENT OF REVENUES,  
EXPENDITURES, AND CHANGES IN FUND BALANCES OF  
GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JUNE 30, 2017

<b>Net changes in fund balances - Total governmental funds</b>	<b>\$ 349,094</b>																																
<ul style="list-style-type: none"> <li>• Governmental funds report capital asset purchases as expenditures. However, in the Statement of Activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense: <table border="0" style="margin-left: 40px;"> <tr> <td>Capital outlay</td> <td style="text-align: right;">765,211</td> </tr> <tr> <td>Loss on disposals</td> <td style="text-align: right;">(7,165)</td> </tr> <tr> <td>Depreciation</td> <td style="text-align: right;">(1,622,970)</td> </tr> </table> </li> <li>• The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the financial resources of governmental funds. Neither transaction, however, has any effect on net position: <table border="0" style="margin-left: 40px;"> <tr> <td>Proceeds of refunding bonds</td> <td style="text-align: right;">(16,180,000)</td> </tr> <tr> <td>Proceeds of refunding bond premium</td> <td style="text-align: right;">(2,768,719)</td> </tr> <tr> <td>Loss on bond refunding</td> <td style="text-align: right;">2,248,013</td> </tr> <tr> <td>Refunding of bonds payables</td> <td style="text-align: right;">16,500,000</td> </tr> <tr> <td>Repayments of bonds payable</td> <td style="text-align: right;">2,470,000</td> </tr> <tr> <td>Repayments of capital lease payable</td> <td style="text-align: right;">52,651</td> </tr> </table> </li> <li>• In the Statement of Activities, interest is accrued on outstanding long-term debt, whereas in governmental funds interest is not reported until due. <table border="0" style="margin-left: 40px;"> <tr> <td></td> <td style="text-align: right;">(97,674)</td> </tr> </table> </li> <li>• Some expenses reported in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental funds: <table border="0" style="margin-left: 40px;"> <tr> <td>Compensated absences</td> <td style="text-align: right;">55,158</td> </tr> <tr> <td>Net OPEB obligation</td> <td style="text-align: right;">(1,623,379)</td> </tr> <tr> <td>GASB 68 changes:</td> <td></td> </tr> <tr> <td>    Net pension liability</td> <td style="text-align: right;">(8,194,021)</td> </tr> <tr> <td>    Deferred outflows of resources</td> <td style="text-align: right;">6,284,131</td> </tr> <tr> <td>    Deferred inflows of resources</td> <td style="text-align: right;">625,018</td> </tr> </table> </li> </ul>		Capital outlay	765,211	Loss on disposals	(7,165)	Depreciation	(1,622,970)	Proceeds of refunding bonds	(16,180,000)	Proceeds of refunding bond premium	(2,768,719)	Loss on bond refunding	2,248,013	Refunding of bonds payables	16,500,000	Repayments of bonds payable	2,470,000	Repayments of capital lease payable	52,651		(97,674)	Compensated absences	55,158	Net OPEB obligation	(1,623,379)	GASB 68 changes:		Net pension liability	(8,194,021)	Deferred outflows of resources	6,284,131	Deferred inflows of resources	625,018
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Change in net position (change) reported in activities	<u>349,094</u>																																

COUNTY OF GRAFTON, NEW HAMPSHIRE

GENERAL FUND

STATEMENT OF REVENUES AND OTHER SOURCES, AND EXPENDITURES AND OTHER USES - BUDGET AND ACTUAL

FOR THE YEAR ENDED JUNE 30, 2017

	Budgeted Amounts			Actual Amounts (Budgetary Basis)	Variance with Final Budget Positive (Negative)	
	Original Budget	From Prior Years' Budgets	Approved Transfers			Final Budget
<b>Revenues:</b>						
County taxes	\$ 23,985,628	\$ -	\$ -	\$ 23,985,628	\$ 23,985,628	\$ -
Nursing home	12,487,857	-	-	12,487,857	13,197,519	709,662
Charges for services	2,566,185	-	-	2,566,185	2,727,964	161,779
Intergovernmental	300,531	-	-	300,531	321,259	20,728
Investment income	25,300	-	-	25,300	35,511	10,211
Miscellaneous	636,841	-	-	636,841	701,855	65,014
<b>Total Revenues</b>	<b>40,002,342</b>	<b>-</b>	<b>-</b>	<b>40,002,342</b>	<b>40,969,736</b>	<b>967,394</b>
<b>Expenditures:</b>						
<b>Current:</b>						
General government	5,049,335	35,118	4,867	5,089,320	4,931,460	157,860
Public safety	2,633,442	-	-	2,633,442	2,396,190	237,252
Corrections	5,652,289	-	-	5,652,289	5,423,302	228,987
County farm	577,515	-	-	577,515	567,118	10,397
Human services	7,494,290	-	-	7,494,290	7,477,259	17,031
Cooperative extension	375,370	-	-	375,370	374,976	394
Economic development	50,000	-	-	50,000	50,000	-
Nursing home	15,340,089	105,907	291,070	15,737,066	15,631,264	105,802
Capital outlay	276,527	55,434	(5,300)	326,661	298,755	27,906
<b>Debt service:</b>						
Principal	2,395,000	-	-	2,395,000	2,393,641	1,359
Interest	1,100,333	-	(290,637)	809,696	808,853	843
<b>Total Expenditures</b>	<b>40,944,190</b>	<b>196,459</b>	<b>-</b>	<b>41,140,649</b>	<b>40,352,818</b>	<b>787,831</b>
Excess (deficiency) of revenues over expenditures before other financing sources	(941,848)	(196,459)	-	(1,138,307)	616,918	1,755,225
<b>Other Financing Sources(Uses):</b>						
Use of fund balance - reduce taxes	1,030,000	-	-	1,030,000	1,030,000	-
Use of fund balance - prior year reserves	-	196,459	-	196,459	196,459	-
Transfer to reserve funds	(88,152)	-	-	(88,152)	(88,152)	-
<b>Total Other Financing Sources</b>	<b>941,848</b>	<b>196,459</b>	<b>-</b>	<b>1,138,307</b>	<b>1,138,307</b>	<b>-</b>
Excess of revenues and other sources over expenditures	\$ -	\$ -	\$ -	\$ -	\$ 1,755,225	\$ 1,755,225

The accompanying notes are an integral part of these financial statements.

COUNTY OF GRAFTON, NEW HAMPSHIRE

FIDUCIARY FUNDS

STATEMENT OF FIDUCIARY NET POSITION

JUNE 30, 2017

	Agency Funds
<b><u>ASSETS</u></b>	
Cash and short-term investments	\$ <u>77,261</u>
Total Assets	\$ <u><u>77,261</u></u>
<b><u>LIABILITIES</u></b>	
Due to others	\$ <u>77,261</u>
Total Liabilities	\$ <u><u>77,261</u></u>

This financial statement is a summary of the fiduciary fund statements.

# COUNTY OF GRAFTON, NEW HAMPSHIRE

## Notes to Financial Statements

### 1. Summary of Significant Accounting Policies

The accounting policies of the County of Grafton, New Hampshire (the County) conform to Generally Accepted Accounting principles (GAAP) as applicable to governmental units. The following is a summary of the more significant policies:

#### A. Reporting Entity

The County is a municipal corporation governed by an elected Board of Commissioners. As required by Generally Accepted Accounting Principles, these financial statements present the County (primary government) and applicable component units for which the County is considered to be financially accountable. In fiscal year 2017, it was determined that no entities met the required GASB 14 (as amended) criteria of component units.

#### B. Government-wide and Fund Financial Statements

##### Government-wide Financial Statements

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Activities) report information on all of the nonfiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The Statement of Activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. Program revenues include (1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and (2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

##### Fund Financial Statements

Separate financial statements are provided for governmental funds and fiduciary funds, even though the latter is excluded from the government-wide financial statements. Any individual governmental funds are reported as separate columns in the fund financial statements.

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

Government-wide Financial Statements

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met. As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

Fund Financial Statements

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. Generally, all other revenue items are considered to be measurable and available only when cash is received by the County. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

The County reports the following major governmental fund:

- The *General Fund* is the County's primary operating fund. It accounts for all financial resources of the County, except those required to be accounted for in another fund.

The fiduciary fund financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Under this method, revenues are recognized when earned and expenses are recorded when liabilities are incurred.

The County reports the following fiduciary funds:

- *Agency Funds* are used to account for funds held by the County on behalf of others (e.g., inmate funds and patient funds).

Cash balances from all funds, except those required to be segregated by law, are combined to form a consolidation of cash. Cash balances are invested to the extent available, and interest earnings are recognized in

the General Fund. Certain special revenue and fiduciary funds segregate cash, and investment earnings become a part of those funds.

Deposits with financial institutions consist primarily of demand deposits, certificates of deposits, and savings accounts. A cash and investment pool is maintained that is available for use by all funds. Each fund's portion of this pool is reflected on the combined financial statements under the caption "cash and short-term investments". The interest earnings attributable to each fund type are included under investment income.

*E. Inventory*

Inventory is valued at cost using the first-in/first-out (FIFO) method. Inventory includes dietary, housekeeping, and activity supplies for use at the nursing home, maintenance supplies, and corrections supplies.

*F. Capital Assets*

Capital assets, which include land, land improvements, buildings and improvements, and equipment and vehicles, are reported in the government-wide financial statements. Capital assets are defined by the County as assets with a grouped cost of more than \$500 for assets acquired for use in the Nursing Home, and \$5,000 for all other assets, and an estimated useful life in excess of three years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets is included as part of the capitalized value of the assets constructed.

Capital assets are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Land improvements	20
Buildings and improvements	20 - 40
Equipment and vehicles	3 - 20

G. Compensated Absences

It is the County's policy to permit employees to accumulate earned but unused vacation and sick pay benefits. All vested sick and vacation pay is accrued when incurred in the government-wide and fiduciary fund financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements.

H. Long-Term Obligations

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the governmental activities Statement of Net Position.

I. Fund Equity

Fund equity at the governmental fund financial reporting level is classified as "fund balance". Fund equity for all other reporting is classified as "net position".

Fund Balance - Generally, fund balance represents the difference between current assets and current liabilities. The County reserves those portions of fund balance that are legally segregated for a specific future use or which do not represent available, spendable resources and, therefore, are not available for appropriation or expenditure. Unassigned fund balance indicates that portion of fund balance that is available for appropriation in future periods.

When an expenditure is incurred that would qualify for payment from multiple fund balance types, the County uses the following order to liquidate liabilities: restricted, committed, assigned, and unassigned.

Net Position - Net position represents the difference between assets/deferred outflows and liabilities/deferred inflows. Net investment in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction or improvement of those assets. Net position is reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the County or through external restrictions imposed by creditors, grantors, or laws or regulations of other governments. The remaining net position is reported as unrestricted.

*J. Fund Balance Policy*

There is no rule or law in New Hampshire that governs the level of fund balance for counties. However, by looking at other guidelines that exist and by comparing the County to other counties in the state and in other states, the County arrived at a policy that fits the County's needs and standards:

- 1) The NH Department of Revenue Administration recommends that municipalities maintain a fund balance that represents between 5% and 10% of its total annual appropriations, including municipal, school, and county obligations.
- 2) The Government Finance Officer Association recommends as a best practice that "general-purpose governments, regardless of size, maintain unrestricted fund balance in their General Fund of no less than two months of regular General Fund operating revenues or regular General Fund operating expenditures. Furthermore, a government's particular situation often may require a level of unrestricted fund balance in the General Fund significantly in excess of this recommended minimum level. In any case, such measures should be applied within the context of long-term forecasting, thereby avoiding the risk of placing too much emphasis upon the level of unrestricted fund balance in the General Fund at any one time". Two months of operating revenues for operations funded by the General Fund for the County is approximately \$6 million, which is about 15% of the budgeted appropriations.

Through this fund balance policy, the County will endeavor to achieve and maintain an undesignated fund balance that is between 7% and 14% of its annual budgeted appropriations, which represents one to two months of operations.

*K. Use of Estimates*

The preparation of basic financial statements in conformity with Generally Accepted Accounting Principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures for contingent assets and liabilities at the date of the basic financial statements and the reported amounts of the revenues and expenditures/expenses during the fiscal year. Actual results could vary from estimates that were used.



## 2. Stewardship, Compliance, and Accountability

### A. Budgetary Information

The County follows the following procedures for establishing the budgetary data reflected in the basic financial statements:

- Prior to May 1st, the County departments submit to the County Commissioners a proposed budget for the fiscal year commencing the following July 1. The budget includes proposed expenditures and the means of financing them.
- Hearings are conducted by the County Commissioners prior to the County's budget meeting to discuss the proposed budget.
- The budget is legally enacted by the County Delegation prior to September 1st.
- Appropriations for certain projects and specific items not fully expended at the fiscal year-end are carried forward as continued appropriations to the new fiscal year in which they supplement the appropriations of that year.
- The budgets for all departments and operations of the County are prepared under the direction of the County Commissioners. Original appropriations are acted upon by the County Delegation vote.
- A copy of the budget is published in the Annual Report of the County of Grafton, New Hampshire.

### B. Budgetary Basis

The final appropriation appearing on the "Budget and Actual" page of the fund financial statements represents the final amended budget after all reserve fund and line item transfers.

### C. Budget/GAAP Reconciliation

The budgetary data for the General Fund is based upon accounting principles that differ from Generally Accepted Accounting Principles (GAAP). Therefore, in addition to the GAAP basis financial statements, the results of operations are presented in accordance with budgetary accounting principles to provide a meaningful comparison to budgetary data.

The following is a summary of adjustments made to the actual revenues and other sources, and expenditures and other uses, to conform to the budgetary basis of accounting.

<u>General Fund</u>	<u>Revenues and Other Financing Sources</u>	<u>Expenditures and Other Financing Uses</u>
Revenues/Expenditures - (GAAP Basis)	\$ 40,969,736	\$ 40,550,396
To reverse unbudgeted use of Deeds Surcharge restricted funds	-	(20,472)
To reverse use of reserve funds:		
Nursing Home Reserve	-	(150,961)
Dispatch Capital Reserve	-	(26,145)
Budgetary Basis	<u>\$ 40,969,736</u>	<u>\$ 40,352,818</u>

### 3. Cash and Short-Term Investments

*Custodial Credit Risk - Deposits.* Custodial credit risk is the risk that in the event of a bank failure, the County's deposits may not be returned to it. RSA 29:1 limits "deposit in any one bank shall not at any time exceed the sum of its paid-up capital and surplus." The County does not have a deposit policy for custodial credit risk.

As of June 30, 2017, none of the County's bank balance was exposed to custodial credit risk as uninsured or uncollateralized.

### 4. Restricted Cash

Restricted cash represents cash and cash equivalents where use is limited by legal requirements. Within the General Fund, the restricted cash amount of \$446,374 is composed of amounts from the Nursing Home Capital Reserve, the Registry of Deeds Surcharge Fund, the Dispatch Capital Reserve, and the Pandemic Fund.

### 5. Allowance for Doubtful Accounts and Contractual Allowances

The allowance for doubtful accounts for Nursing Home receivables has been estimated at approximately \$66,600 as of June 30, 2017. Nursing Home receivables are also reported net of contractual allowances.

## 6. Capital Assets

Capital asset activity for the year ended June 30, 2017 was as follows (in thousands):

	Beginning Balance	Increases	Decreases	Ending Balance
<b>Governmental Activities:</b>				
Capital assets, being depreciated:				
Land improvements	\$ 2,794	\$ 15	\$ -	\$ 2,809
Buildings and improvements	56,933	157	-	57,090
Equipment and vehicles	<u>4,419</u>	<u>593</u>	<u>(164)</u>	<u>4,848</u>
Total capital assets, being depreciated	64,146	765	(164)	64,747
Less accumulated depreciation for:				
Land improvements	(998)	(45)	-	(1,043)
Buildings and improvements	(10,630)	(1,216)	-	(11,846)
Equipment and vehicles	<u>(2,925)</u>	<u>(362)</u>	<u>157</u>	<u>(3,130)</u>
Total accumulated depreciation	<u>(14,553)</u>	<u>(1,623)</u>	<u>157</u>	<u>(16,019)</u>
Total capital assets, being depreciated, net	49,593	(858)	(7)	48,728
Capital assets, not being depreciated:				
Land	<u>214</u>	<u>-</u>	<u>-</u>	<u>214</u>
Total capital assets, not being depreciated	<u>214</u>	<u>-</u>	<u>-</u>	<u>214</u>
Governmental activities capital assets, net	<u>\$ 49,807</u>	<u>\$ (858)</u>	<u>\$ (7)</u>	<u>\$ 48,942</u>

Depreciation expense was charged to functions of the County as follows (in thousands):

Governmental Activities:	
General government	\$ 346
Public safety	146
Corrections	669
County farm	71
Nursing home	<u>391</u>
Total depreciation expense - governmental activities	<u>\$ 1,623</u>

## 7. Deferred Outflows of Resources

Deferred outflows of resources represent the consumption of net position by the County. Deferred outflows of resources have a positive effect on net position, similar to assets. Deferred outflows of resources related to pensions, in accordance with GASB Statement No. 68, *Accounting and Financial Reporting for Pensions - an amendment of GASB Statement No. 27*, are fully discussed in Note 14.

Other deferred outflows of resources consist of loss on bond refunding (see Note 10).

**8. Anticipation Notes Payable**

At June 30, 2017, the County had no anticipation lines of credit available. The following summarizes notes payable activity during fiscal year 2017:

<u>Purpose</u>	<u>Issue Amount</u>	<u>Issue Date</u>	<u>Interest Rate</u>	<u>Balance Beginning of Year</u>	<u>Advances</u>	<u>Repayments</u>	<u>Balance End of Year</u>
Tax anticipation	\$ 9,000,000	08/04/16	0.90%	\$ -	\$ 8,000,000	\$ (8,000,000)	\$ -
Total				\$ -	\$ 8,000,000	\$ (8,000,000)	\$ -

On July 27, 2017, the County issued a \$10,000,000 tax anticipation note with a maturity date of December 31, 2017 and an interest rate of 1.29%.

**9. Capital Lease Obligations**

The County is the lessee of certain equipment under capital leases expiring in various years through fiscal year 2019. Future minimum lease payments under the capital leases consisted of the following as of June 30, 2017:

<u>Fiscal Year</u>	<u>Amount</u>
2018	\$ 46,709
2019	15,198
Total payments	61,907
Less amounts representing interest	2,659
Present value of minimum lease payments	\$ 59,248

Equipment financed by capital lease payable totaling \$174,942 is reported in capital assets net of \$73,443 accumulated depreciation.

**10. Long-Term Debt**

*A. General Obligation Bonds*

The County issues general obligation bonds to provide funds for the acquisition and construction of major capital facilities. General obligation bonds have been issued for governmental activities. General obligation bonds currently outstanding are as follows:

<u>Governmental Activities</u>	<u>Serial Maturities Through</u>	<u>Interest Rate(s) %</u>	<u>Amount Outstanding as of 6/30/17</u>
Nursing Home Additions and Renovations	09/01/23	3.00 - 4.30%	\$ 4,350,000
Fire sprinkler system water tank	01/01/19	4.50 - 5.00%	190,000
Jail construction - 2010	12/01/20	3.00 - 4.00%	3,500,000
Jail construction - 2011	01/01/22	3.00 - 4.00%	3,875,000
2016 General Obligation Refunding bonds	07/01/31	2.50 - 5.00%	<u>16,180,000</u>
Total Governmental Activities			<u>\$ 28,095,000</u>

**B. Future Debt Service**

The annual payments to retire all general obligation long-term debt outstanding as of June 30, 2017 are as follows:

<u>Governmental Activities</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2018	\$ 2,470,000	\$ 1,039,213	\$ 3,509,213
2019	2,470,000	955,600	3,425,600
2020	2,375,000	871,263	3,246,263
2021	2,375,000	783,381	3,158,381
2022	2,345,000	695,588	3,040,588
2023-2027	8,855,000	2,313,813	11,168,813
2028 - 2032	<u>7,205,000</u>	<u>768,750</u>	<u>7,973,750</u>
Total	<u>\$ 28,095,000</u>	<u>\$ 7,427,608</u>	<u>\$ 35,522,608</u>

**C. Changes in General Long-Term Liabilities**

During the year ended June 30, 2017, the following changes occurred in long-term liabilities (in thousands):

<u>Governmental Activities</u>	<u>Total Balance 7/1/16</u>	<u>Additions</u>	<u>Reductions</u>	<u>Total Balance 6/30/17</u>	<u>Less Current Portion</u>	<u>Equals Long-Term Portion 6/30/17</u>
Bonds payable	\$ 30,885	\$ 16,180	\$ (18,970)	\$ 28,095	\$ (2,470)	\$ 25,625
Road premium	-	2,769	-	2,769	(185)	2,584
Capital lease payable	111	-	(55)	56	(44)	12
Compensated absences	1,431	-	(55)	1,376	(948)	428
Net OPEB obligation	3,923	1,997	(2,111)	3,809	-	3,809
Net pension liability	20,212	8,194	-	28,406	-	28,406

#### D. Advance Refunding

On October 14, 2016, the County issued general obligation bonds in the amount of \$16,180,000 with a variable interest rate ranging from 2.50% to 5.00% to advance refund \$16,500,000 of term bonds with an interest rate of 3.00% to 4.75%. The term bonds mature on December 1, 2030 and January 1, 2032 and are callable on December 1, 2020 and January 1, 2022, respectively. The general obligation bonds were issued at 3.00% and, after paying issuance costs of \$200,706, the net proceeds were \$18,948,719. The net proceeds from the issuance of the general obligation bonds were used to purchase U.S. government securities and those securities were deposited in an irrevocable trust with an escrow agent to provide debt service payments until the term bonds are called on December 1, 2020 and January 1, 2022, respectively. The advance refunding met the requirements of an in-substance debt defeasance and the term bonds were removed from the County's financial statements.

As a result of the advance refunding, the County decreased its total debt service cash flow requirements by \$875,596, which resulted in an economic gain (difference between the present value of the debt service payments on the old and new debt) of \$638,904.

Defeased debt still outstanding at June 30, 2017 is \$16,500,000.

#### **11. Deferred Inflows of Resources**

Deferred inflows of resources are the acquisition of net position by the County that is applicable to future reporting periods. Deferred inflows of resources have a negative effect on net position, similar to liabilities. Deferred inflows of resources related to pension will be recognized in pension expense in future years and is more fully described in Note 14.

#### **12. Fund Balances**

The County's fund balance classification policies and procedures are as follows:

- 1) Nonspendable funds are either unspendable in the current form (i.e., inventory) or can never be spent.
- 2) Restricted funds are used solely for the purpose in which the fund was established. In the case of special revenue funds, these funds are created by statute or ordinance and expenditures on these funds can be spent.
- 3) Committed funds are reported and expended as a result of motions passed by the highest decision-making authority in the County (i.e., County Delegation)

- 4) Assigned funds are used for specific purposes as established by management. These funds, which include encumbrances, have been assigned for specific goods and services ordered but not yet paid for. This account also includes fund balance voted to be used in the subsequent fiscal year.
- 5) Unassigned funds are available to be spent in future periods.

The following is a summary of fund balances at June 30, 2017:

	General Fund	Nonmajor Governmental Funds	Total Governmental Funds
Nonspendable:			
Inventory	\$ 383,662	\$ -	\$ 383,662
Total Nonspendable	383,662	-	383,662
Restricted:			
Deeds surcharge account	169,999	-	169,999
Unexpended grant funds	-	46,106	46,106
Total Restricted	169,999	46,106	216,105
Committed:			
Delegation voted reserves:			
Nursing Home Reserve	110,581	-	110,581
Dispatch Capital Reserve	153,401	-	153,401
Total Committed	263,982	-	263,982
Assigned:			
Commissioner voted encumbrances	126,829	-	126,829
Use of fund balance in subsequent year budget	1,030,000	-	1,030,000
Total Assigned	1,156,829	-	1,156,829
Unassigned:			
Remaining fund balance	1,619,257	-	1,619,257
Total Unassigned	1,619,257	-	1,619,257
Total Fund Balances	\$ 3,593,729	\$ 46,106	\$ 3,639,835

### 13. Other Post-Employment Benefits – OPEB (GASB 45)

GASB Statement No. 45, *Accounting and Financial Reporting by Employers for Post-Employment Benefits Other Than Pensions*, requires governments to account for other post-employment benefits (OPEB) on an accrual basis, rather than on

contribution as an expense on the Statement of Activities when a future retiree earns their post-employment benefits, rather than when they use their post-employment benefit. To the extent that an entity does not fund their actuarially required contribution, a post-employment benefit liability is recognized on the

A. Plan Description

The County provides post-employment healthcare benefits for certain eligible retirees.

B. Benefits Provided

The County provides medical benefits to its eligible retirees. The benefits are provided through HealthTrust.

C. Funding Policy

The County pays 100% of the retiree's medical benefits. Eligible retirees of the County also receive a subsidy from the New Hampshire State Retirement System that is used to offset OPEB.

The County does not contribute towards the cost of retiree spouses' medical coverage. Spouses desiring to remain covered under the County plan pay 100%.

The spouse is required to pay 100% of the cost of benefits following the death of the retired employee.

D. Annual OPEB Costs and Net OPEB Obligation

The County's fiscal year 2017 annual OPEB expense is calculated based on the annual required contribution of the employer (ARC), an amount actuarially determined in accordance with the parameters of GASB Statement No. 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover the normal cost per year and amortize the unfunded actuarial liability over a period of thirty years. The following table shows the components of the County's annual OPEB cost for the year ending June 30, 2017, the amount actually contributed to the plan, and the change in the County's net OPEB obligation based on an actuarial valuation as of July 1, 2016.

Annual Required Contribution (ARC)	\$ 2,071,252
Interest on net OPEB obligation	362,509
Adjustment to ARC	<u>(513,921)</u>
Annual OPEB cost	1,919,840
Contributions made	<u>(296,461)</u>
Increase in net OPEB obligation	1,623,379
Net OPEB obligation - beginning of year	<u>9,062,727</u>
Net OPEB obligation - end of year	\$ <u>10,686,106</u>



The County's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligation were as follows:

<u>Fiscal year ended</u>	<u>Annual OPEB Cost</u>	<u>Percentage of OPEB Cost Contributed</u>	<u>Net OPEB Obligation</u>
2017	\$ 1,919,840	15%	\$ 10,686,106
2016	\$ 1,592,002	23%	\$ 9,062,727
2015	\$ 1,496,680	24%	\$ 7,841,459

*E. Funded Status and Funding Progress*

The funded status of the plan as of July 1, 2016, the date of the most recent actuarial valuation, was as follows:

Actuarial accrued liability (AAL)	\$ 18,405,319
Actuarial value of plan assets	-
Unfunded actuarial accrued liability (UAAL)	\$ 18,405,319
Funded ratio (actuarial value of plan assets/AAL)	0%
Covered payroll (active plan members)	\$ 13,222,395
UAAL as a percentage of covered payroll	139.2%

Actuarial valuations of an ongoing plan involve estimates of the value of reported amount and assumptions about the probability of occurrence of events far into the future. Examples included assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision, as actual results are compared with past expectations and new estimates are made about the future. The Schedule of OPEB Funding Progress, presented as required supplementary information following the Notes to Financial Statements, presents multiyear trend information that shows whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits.

*F. Actuarial Methods and Assumptions*

The actuarial methods and assumptions used include technical assumptions that are consistent with actuarial practice and are used to measure the value of the plan as understood by the County and the plan members, and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the County and plan members to that point. The actuarial methods and assumptions used include technical assumptions that are consistent with actuarial practice and are used to measure the value of the plan as understood by the County and the plan members, and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the County and plan members to that point. The actuarial methods and assumptions used include technical assumptions that are consistent with actuarial practice and are used to measure the value of the plan as understood by the County and the plan members, and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the County and plan members to that point.

liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

In the July 1, 2016 actuarial valuation, the projected unit credit cost method was used. The actuarial value of assets was not determined, as the County has not advance funded its obligation. The actuarial assumptions included a 4.0% investment rate of return and an initial annual healthcare cost trend rate of 9%, which decreases to a 5% long-term rate for all healthcare benefits after eight years. The amortization costs for the initial UAAL is a level percentage of payroll for a period of 29 years, on a closed basis.

#### **14. New Hampshire Retirement System**

The County follows the provisions of GASB Statement No. 68, *Accounting and Financial Reporting for Pensions – an amendment of GASB Statement No. 27*, with respect to the State of New Hampshire Retirement System (NHRS).

##### *A. Plan Description*

Full-time employees participate in the State of New Hampshire Retirement System, a cost-sharing, multiple-employer defined benefit contributory pension plan and trust established in 1967 by RSA 100-A:2 and qualified as a tax-exempt organization under Section 401(a) and 501(a) of the Internal Revenue Code. The plan is a contributory, defined benefit plan providing service, disability, death, and vested retirement benefits to members and their beneficiaries. Substantially all full-time state employees, public school teachers and administrators, permanent firefighters, and permanent police officers within the State of New Hampshire are eligible and required to participate in the system. Full-time employees of political subdivisions, including counties, municipalities, and school districts are also eligible to participate as a group if the governing body of the political subdivision has elected participation.

The New Hampshire Retirement System, a Public Employees Retirement System (PERS), is divided into two membership groups. State or local employees and teachers belong to Group I. Police officers and firefighters belong to Group II. All assets are held in a single trust and are available to each group. Additional information is disclosed in the NHRS' annual report publicly available from the New Hampshire Retirement System located at 54 Regional Drive, Concord, New Hampshire 03301-8507.

##### *B. Benefits Provided*

Group I members at age 60 or 65 (for members who commence service after July 1, 2011) qualify for a normal service retirement allowance based on years of creditable service and average final salary for the highest of

either three or five years, depending on when their service commenced. The yearly pension amount is 1/60 or 1.667% of average final compensation (AFC), multiplied by years of creditable service. At age 65, the yearly pension amount is recalculated at 1/66 or 1.515% of AFC multiplied by years of creditable service.

Group II members who are age 60, or members who are at least age 45 with at least 20 years of creditable service, can receive a retirement allowance at a rate of 2.5% of AFC for each year of creditable service, not to exceed 40 years. Members commencing service on or after July 1, 2011 or members who have a nonvested status as of January 1, 2012 can receive a retirement allowance at age 52.5 with 25 years of service or age 60. The benefit shall be equal to 2% of AFC times creditable service up to 42.5 years. However, a member who commenced service on or after July 1, 2011 shall not receive a retirement allowance until attaining the age of 52.5, but may receive a reduced allowance after age 50 if the member has at least 25 years of creditable service where the allowance shall be reduced, for each month by which the benefit commencement date precedes the month after which the member attains 52.5 years of age by  $\frac{1}{4}$  of 1% or age 60.

Members of both groups may qualify for vested deferred allowances, disability allowances and death benefit allowances subject to meeting various eligibility requirements. Benefits are based on AFC or earned compensation and/or service.

#### C. Contributions

Plan members are required to contribute a percentage of their gross earnings to the pension plan, for which the contribution rates are 7% for employees and 11.55% for sheriff's deputies and correctional officers. The County makes annual contributions to the pension plan equal to the amount required by Revised Statutes Annotated 100-A:16, and range from 10.86% to 25.32% of covered compensation. The County's contribution to NHRS for the year ended June 30, 2017 was \$2,023,429, which was equal to its annual required contribution.

#### D. Summary of Significant Accounting Policies

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense information about the fiduciary net position of the NHRS is determined on the same basis as they are reported by NHRS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with benefit terms.

E. Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At June 30, 2017, the County reported a liability of \$28,405,831 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2016, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2015. The County's proportion of the net pension liability was based on a projection of the County's long-term share of contributions to the pension plan relative to the projected contributions of all participating employers, actuarially determined. At June 30, 2015, the County's proportion was .51020249 percent.

At June 30, 2016, the County's proportion was .53418565 percent, which was an increase of .02398316% from its proportion measured as of June 30, 2015.

For the year ended June 30, 2017, the County recognized pension expense of \$3,410,466. In addition, the County reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actual experience	\$ 78,939	\$ 358,695
Changes of assumptions	3,495,855	-
Net difference between projected and actual earnings on pension plan investments	1,777,215	-
Changes in proportion and differences between contributions and proportionate share of contributions	1,016,185	-
Contributions subsequent to the measurement date (fiscal year 2017)	<u>2,023,429</u>	<u>-</u>
Total	<u>\$ 8,391,623</u>	<u>\$ 358,695</u>

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

<u>Year ended June 30:</u>	
2018	\$ (3,280,524)
2019	(1,257,095)
2020	(1,869,706)
2021	(1,545,083)
2022	<u>(80,520)</u>
Total	\$ <u>(8,032,928)</u>

*F. Actuarial Assumptions*

The total pension liability in the June 30, 2015 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.5 percent per year
Salary increases	5.6 percent average, including inflation
Investment rate of return	7.25 percent, net of pension plan investment expense, including inflation

Mortality rates were based on the RP-2014 Employee generational mortality table for males and females, adjusted for mortality improvements using Scale MP-2015, based on the last experience study.

The actuarial assumptions used in the June 30, 2015 valuation were based on the results of the most recent actuarial experience study, which was for the period July 1, 2010 – June 30, 2015.

The long-term expected rate of return on pension plan investments was selected from a best estimate range determined using the building block approach. Under this method, an expected future real return range is calculated separately for each asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return net of investment expenses by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major

Asset Class	Target Allocation Percentage	Weighted Average Average Long-Term Expected Real Rate of Return
Large Cap Equities	22.50 %	4.25%
Small/Mid Cap Equities	7.50	4.50%
Total domestic equities	30.00	
Int'l Equities (unhedged)	13.00	4.75%
Emerging Int'l Equities	7.00	6.25%
Total international equities	20.00	
Core Bonds	5.00	0.64%
Short Duration	2.00	-0.25%
Global Multi-Sector Fixed Income	11.00	1.71%
Absolute Return Fixed Income	7.00	1.08%
Total fixed income	25.00	
Private Equity	5.00	6.25%
Private Debt	5.00	4.75%
Opportunistic	5.00	3.68%
Total alternative investments	15.00	
Real Estate	10.00	3.25%
Total	100.00 %	

**G. Discount Rate**

The discount rate used to measure the total pension liability was 7.25%. This is a decrease of .50% from the previous valuation and has contributed to the significant deferred outflow of resources balance for changes of assumptions. The projection of cash flows used to determine the discount rate assumed that the plan member contributions will be made at the current contribution rate and that employer contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. For purposes of the projection, member contributions and employer service cost contributions are projected based on the expected payroll of current members only. Employer contributions are determined based on the pension plan's actuarial funding policy and are required by ERISA to be available to pay benefits. The plan's fiduciary net position was projected to be available to make all projected future benefit payments to current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

H. Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following presents the County's proportionate share of the net pension liability calculated using the discount rate of 7.25%, as well as what the County's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage-point lower (6.25%) or one percentage-point higher (8.25%) than the current rate:

<u>Fiscal Year Ended</u>	<u>1% Decrease (6.25%)</u>	<u>Current Discount Rate (7.25%)</u>	<u>1% Increase (8.25%)</u>
June 30, 2017	\$ 36,499,558	\$ 28,405,831	\$ 21,693,367

I. Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued NHRS financial report.

**15. Risk Management**

The County is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters for which the County carries commercial insurance. There were no significant reductions in insurance coverage from the previous year and have been no material settlements in excess of coverage in any of the past three fiscal years.

**16. Commitments and Contingencies**

Outstanding Legal Issues – On an ongoing basis, there are typically pending legal issues in which the County is involved. The County's management is of the opinion that the potential future settlement of these issues would not materially affect its financial statements taken as a whole.

Grants - Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount of expenditures which may be disallowed by the grantor cannot be determined at this time, although the County

**17. Implementation of New GASB Standard**

The Governmental Accounting Standards Board (GASB) has issued Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other than Pensions*, replacing requirements of Statements No. 45 and 57, effective for the County beginning with its year ending June 30, 2018. This Statement establishes standards for recognizing and measuring liabilities, deferred outflows of resources, deferred inflows of resources, and expense/expenditures. In addition, the Statement details the recognition and disclosure requirements for employers with payables to defined benefit OPEB plans that are administered through trusts that meet the specific criteria and for employers whose employees are provided with defined contribution OPEB.



COUNTY OF GRAFTON, NEW HAMPSHIRE

SCHEDULE OF OPEB FUNDING PROGRESS (GASB 45)

REQUIRED SUPPLEMENTARY INFORMATION

JUNE 30, 2017

(Unaudited)

**Other Post-Employment Benefits**

Actuarial Valuation Date	Actuarial Value of Assets (a)	Actuarial Accrued Liability (AAL) - Projected Unit Credit Cost (b)	Unfunded AAL (UAAL) (b-a)	Funded Ratio (a/b)	Covered Payroll (c)	UAAL as a Percent- age of Covered Payroll [(b-a)/c]
7/1/2008	\$ -	\$ 8,798,701	\$ 8,798,701	N/A	N/A	N/A
7/1/2010	\$ -	\$ 13,135,173	\$ 13,135,173	N/A	\$ 10,100,140	130%
7/1/2012	\$ -	\$ 15,022,208	\$ 15,022,208	N/A	\$ 10,508,186	143%
7/1/2014	\$ -	\$ 14,141,964	\$ 14,141,964	N/A	\$ 12,540,379	113%
7/1/2016	\$ -	\$ 18,405,319	\$ 18,405,319	N/A	\$ 13,222,395	139%

See Independent Auditors' Report.

COUNTY OF GRAFTON, NEW HAMPSHIRE

SCHEDULE OF PROPORTIONATE SHARE  
OF THE NET PENSION LIABILITY (GASB 68)

REQUIRED SUPPLEMENTARY INFORMATION

JUNE 30, 2017

(Unaudited)

**New Hampshire Retirement System**

<u>Fiscal Year</u>	<u>Measurement Date</u>	<u>Proportion of the Net Pension Liability</u>	<u>Proportionate Share of the Net Pension Liability</u>	<u>Covered Payroll</u>	<u>Proportionate Share of the Net Pension Liability as a Percentage of Covered Payroll</u>	<u>Plan Fiduciary Net Position Percentage of the Total Pension Liability</u>
June 30, 2015	June 30, 2014	0.50926609%	\$ 19,115,739	\$ 12,936,696	147.76%	66.32%
June 30, 2016	June 30, 2015	0.51020249%	\$ 20,211,810	\$ 13,421,888	150.59%	65.47%
June 30, 2017	June 30, 2016	0.53418565%	\$ 28,405,831	\$ 14,276,178	198.97%	58.30%

*Schedule is intended to show information for 10 years. Additional years will be displayed as they become available.*

See Independent Auditors' Report.

COUNTY OF GRAFTON, NEW HAMPSHIRE

SCHEDULE OF PENSION CONTRIBUTIONS (GASB 68)

REQUIRED SUPPLEMENTARY INFORMATION

JUNE 30, 2017

(Unaudited)

**New Hampshire Retirement System**

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<u>Fiscal Year</u>	<u>Contractually Required Contribution</u>	<u>Contributions in Relation to the Contractually Required Contribution</u>	<u>Contribution Deficiency (Excess)</u>	<u>Covered Payroll</u>	<u>Contributions as a Percentage of Covered Payroll</u>
June 30, 2015	\$ 1,652,177	\$ (1,652,177)	\$ -	\$ 13,421,888	12.31%
June 30, 2016	\$ 1,810,593	\$ (1,810,593)	\$ -	\$ 14,276,178	12.68%
June 30, 2017	\$ 2,023,429	\$ (2,023,429)	\$ -	\$ 14,163,311	14.29%

*Schedule is intended to show information for 10 years. Additional years will be displayed as they become available.*

See Independent Auditors' Report.



# GRAFTON COUNTY COMMISSIONERS

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603-787-6941  
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3855 Dartmouth College Highway Box 1  
North Haverhill, NH 03774

## Grafton County Board of Commissioners

Linda D Lauer, Chairman

Omer C. Ahern Jr., Vice-Chairman

Wendy A. Piper, Clerk



## COMMISSIONERS

---

Wendy A. Piper     ★ P.O. Box 311 · Enfield, NH 03748 · (603) 632-7179  
Linda D. Lauer     ★ P.O. Box 147 · Bath, NH 03740 · (603) 747-4001  
Omer C. Ahern Jr. ★ P.O. Box 298 · Wentworth, NH 03282 · (603) 764-6024

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**Julie L. Libby**

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**Executive Profile**

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High-performing Executive with 20 years of experience in financial, administrative and personnel management. In-depth knowledge of accounting operations at all levels. Demonstrated proficiency in management, budgeting and program management.

**Skill Highlights**

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- Financial management
- Leadership/communication skills
- Fundamental Accounting Knowledge
- Efficient, detail-oriented and highly organized.
- Background in budget development and analysis
- Strong interpersonal skills

**Professional Experience**

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07/2002 - Current

Grafton County North Haverhill, NH

**Executive Director**

Responsible for the overall financial, administrative and personnel management of Grafton County. The County has a budget of \$36M and 425 employees. Duties include: Oversees and coordinates all activities of the Nursing Home, Department of Corrections, Human Services Department, Human Resources Department, County Farm, Maintenance Department, and the Commissioners' Office. Responsible for implementing decisions of the County Commissioners and for assuring compliance with all laws, statutes, rules, regulations, and policies governing county activities, administration, and monies. Administers the Commissioners' Office and supervises Commissioners' Office staff and operation including managing AP, AR and PR.

10/1993 - 07/2002

Grafton County North Haverhill, NH

**Finance Director**

Responsible for the overall financial management of Grafton County. Duties included: managing AP, AR and payroll; reconciliation of all bank accounts; reconciliation of general ledger accounts, close-out month and year. Prepare 1099's. Assist with annual audit.

05/1991 - 10/1993

Grafton County North Haverhill, NH

**Bookkeeper**

Duties included: AP, AR and was cross-trained in Payroll functions.

01/1988 - 04/1991

Woodsville Guaranty Savings Bank Woodsville, NH

**Teller, Bookkeeper**

Provided the bank with a dependable part-time employee. Held various positions such as teller, bookkeeping department clerk and proof operator. Eagerly learned new jobs within the bank.

**Education**

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1991

**Champlain College, Burlington, VT, USA**

Accounting

**Associates**

3.72 GPA

Graduated Magna Cum Laude

Dean's List, All semesters

Worked part-time and volunteered as a tax assistant while maintaining a full course load

1989

**Woodsville High School, Woodsville, NH, USA**

High school diploma

National Honor Society

Student Council

Field Hockey, Soccer, Basketball

Yearbook Co-editor

**Awards**

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- Leadership NH Graduate - Class of 2003
- The Union Leader's 40 Under Forty Recipient - 2004
- Municipal Leadership Graduate - 2005
- County Administrator of the Year - 2008

**References**

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References available upon request.

**Thomas C. Elliott Jr.**

**tellicott@co.grafton.nh.us**

***Education***

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United States Marine Corps  
Security Forces  
Rank conferred Sergeant  
Attended April 1988-April 1992

Blue Mountain Union School  
Wells River, Vermont  
High School Diploma  
Degree conferred June 1987

***Professional Experience***

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**Grafton County Department of Corrections  
Superintendent**

**October 2014 - Present**

Responsible for the overall operation of the Grafton County Department of Corrections.

**Grafton County Department of Corrections  
Chief of Security  
North Haverhill, NH**

**November 2013 — October 2014**

Responsible for daily operation of the facility ensuring that all safety, security, and operational missions are met in accordance with policies, procedures, rules and federal, state, and local laws; security of the facility, intake and release, inmate programs and visitations; inmate grievance officer; reviews all inmate grievances in accordance with facility policies and standard operation procedures. Investigates, intercedes, and resolves disputes that are inmate related; inmate disciplinary officer; reviews all inmate disciplinary reports, oversees the administration of the inmate disciplinary process; ensures staff meet and abide by established policy and procedures.

Supervisor: Glenn Libby

**Grafton County Department of Corrections  
Director of Community Corrections  
North Haverhill, NH**

**July 2008 - November 2013**

Responsible for the daily operations of Community Corrections; oversight of staff supervising inmates within the community, coordinating farm activities, and Operation Impact. Ensured inmate contract compliance, collaborative budget development and management, supervision and evaluation of five staff members as they completed their assigned tasks, maintained effective communication with outside agencies: treatment providers, prosecutors, attorneys, and local law enforcement.

Supervisor: Glenn Libby

**Grafton County Department of Corrections**  
**Security Lieutenant**  
North Haverhill, NH

**July 2005- July 2008**

Responsible for the care, custody, and control of all inmates and the safe and secure operation of the facility; inmate classification officer, review of inmates requests and work assignments; inmate disciplinary officer, conducted disciplinary hearings of inmates with alleged facility rule infractions; responsible for facility wide internal inmate programs.  
Served on new facility planning committee.

**Supervisor:** Glenn Libby

**Grafton County Department of Corrections**  
**Shift Supervisor**  
North Haverhill, NH

**August 2004 – July 2005**

Supervised staff within the facility to ensure safety, security, and procedures. Maintained cleanliness of facility, unit and tour logs and watch records; acted as intermediate of staff and inmates to ensure rule compliance.

**Supervisor:** Glenn Libby

**Grafton County Department of Corrections**  
**Correctional Officer/Classification Officer**  
North Haverhill, NH

**November 2001-July 2004**

Line officer, direct supervision of inmates within the facility; responsible for maintaining watch logs and effectively communication to ensure rule compliance within a unit, per departmental policies.

**Supervisor:** Glenn Libby

**Hollow Inn Motel**  
**Hotel Manager**  
Barre, VT

**August 1998-2001**

Weekend manager; responsible for customer check-in, check-out, oversight of housekeeping services, general customer satisfaction; responsible for daily financial transactions.

**Supervisor:** IJ Patel

**Grafton County Department of Corrections**  
**Director of Drug Freedom Program**  
North Haverhill, NH

**July 1995-August 1998**

Responsible for writing and complying with program grant; ensuring inmate compliance with contractual rules and obligations within a community setting.



## Mark Deem

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### Skills and Certifications

- Certified Corrections Sergeant
- (CIT) Mental Health Crisis Intervention trained
- (CCAR) Recovery Coach Trained
- Understanding and knowledge of Criminal Law
- Excellent leadership and communication skills
- Well organized and detail oriented
- Excel at adapting to change
- Excellent Computer Skills
- Knowledge of Correctional Facility procedures
- Self- Defense techniques

### Professional Experience

#### Programs Sergeant

Grafton County Department of Corrections – North Haverhill, NH

02/2014- Current

- In my role as Sergeant I am responsible for the delivery of all Inmate Programs. This requires me to work alongside the substance abuse counselors to provide the best programing possible to help deal with the current widespread drug epidemic.
- I also am responsible for coordinating volunteer programs such as AA and Church services, and making sure each Inmate has access to religious materials as required by policy.

#### Booking / Intake Sergeant

Grafton County Department of Corrections – North Haverhill, NH

01/2013- 02/2014

- As the booking and Intake Sergeant I was responsible to process all incoming and outgoing Inmate paperwork and ensure that all the legal information is accurate. This ensures that the Grafton County DOC does not release someone or detain someone illegally.
- I was also required to supervise all Video Arraignments and complete necessary court documents required for each hearing.

#### Shift Supervisor

Grafton County Department of Corrections – North Haverhill, NH

08/2011- 10/2013

- During my tenure as a Shift Supervisor I was responsible for the Daily Operations of the Facility, supervising at times over 100 inmates as well as 10 staff members. I was required to conduct performance evaluations for as well as review all Disciplinary and Incident reports.
- During this time period I was selected to be a part of the Transition Team for Grafton County. These teams was designed train and learn how a new facility operates and help write policies and procedures as well as train other staff members before working in the new facility.

#### Correctional Officer

Grafton County Department of Corrections – North Haverhill, NH

06/07- 08/2011

- Starting out as a Correctional Officer I was responsible for the basic supervision of inmates but quickly moved into a recordkeeping position. This position required that I work with the Facility Lieutenant conducting classification reviewing all Inmate records. I was also responsible for a portion of Disciplinary hearings.
- I also had the privilege of working with the Correctional Educator and Superintendent to help design a new GED / HISET program. This program changed the graduation rate from 1 per year to over 20.

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# Lucille Buteau

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## Objective

To work as part of a team to achieve desired goals and to provide high quality service.

## Summary

- Over 18 years of experience in counseling, management, supervision and group facilitator.
- NH Certified Impaired Driver Intervention Instructor for 9 years
- Certified HISET testing Proctor

## Professional Experience

03/21/2016 - Present      Grafton County      North Haverhill, NH  
Grafton County Department of Corrections Substance Abuse Coordinator

10/01/2014 - 03/21/2016      Grafton County      North Haverhill, NH  
Grafton County Alternative Sentencing Director

05/15/2007 - 04/07/2014      TRI-County Community Action Program      Berlin, NH  
Division Director of Substance Abuse Services

11/20/2006 - 06/14/2007      TRI-County Community Action Program      Berlin, NH  
Clinical Director of Friendship House

01/06/2006 - 11/19/2007      TRI-County Community Action Program      Berlin, NH  
Program Director of Impaired Driver Impairment Programs, NH Certified  
Impaired Driver Intervention Instructor and Counselor.

08/18/2005 - 06/15/2007      TRI-County Community Action Program      Berlin, NH  
Part Time Administration Assistant and Impaired Driver Intervention  
Instructor and Counselor

05/01/1999 - 06/15/2003      Northern NH Mental Health      Berlin, NH  
Substance abuse counselor and a mental health crisis care worker.

## Degrees

Licensed Alcohol and Drug Counselor	State of New Hampshire	May 2000
Associate's Degree in Human Science	Berlin Community College	June 1997
Bachelor's Degree in Science	Springfield College	June 2000

# Sarah Pepper

## Education

### **Bachelor of Arts, Criminal Justice (May 2015)**

Saint Anselm College, Manchester, NH

### **Master of Science, Mental Health Counseling**

Springfield College, Saint Johnsbury, VT

**Course Highlights:** Introduction to Criminal Justice, Juvenile Justice System, Juvenile Delinquency, Theories and Practice of Punishment, Violence and Public Health, Women and Crime, Research Methods, Criminal Justice Statistics, Criminal Law, Deviance and Social Control, Computer Forensics, General Psychology, Abnormal Psychology, Adolescent Psychology

Professional Orientation and Ethical Practice, Group Counseling Skills, Counseling Theories, Diagnosis and Psychopathology, Counseling Skills and Modalities, Multicultural and Diverse Counseling

**(CCAR) Recovery Coach Trained (January 2018)**

## Experience

### **Grafton County Department of Corrections, North Haverhill, NH**

#### Substance Abuse Counselor/HiSET Instructor

(October 2017-Present)

Assisting incarcerated individuals with substance abuse treatment by co-leading three groups daily. Provide individual counseling weekly along with recovery support skills. Preparing individuals to take the HiSET exam to earn their High School Diploma.

### **Lisbon Regional School, Lisbon, NH**

#### Paraeducator

(October 2016-October 2017)

Assisting students in the school setting achieve goals outlined in their Individualized Education Plan. Goals ranging from classroom involvement to learning the life skills necessary for outside of school. Responsible for behavior management of student.

### **Life Transition Services, North Haverhill, NH**

#### Life Coach

(July 2016-October 2016)

Assisting client with academic needs in the school setting according to their Individualized Education Plan. Built client portfolio by volunteering in the community and establishing the life skills needed for a paying job.

### **Becket Family of Services, Pike, NH**

#### Academic 1:1 Support

(April 2016-July 2016)

Provide 1:1 support for students while adhering to their individual treatment plans. Assisting in the academic classroom as well as assisting the students with self-regulation. Engage students in the community and strengthening students' life skills.

### **Becket Family of Services, Pike, NH**

#### Residential Youth Counselor

(July 2015-April 2016)

Implement activities of daily living according to individual treatment plans and behavioral plans for at risk males between the ages of 13 and 21 years. Involve the residents in social and recreational activities such as community integration and physical activity. Encourage the residents to engage in high quality living skills, including: practicing personal hygiene, and housekeeping, along with preparing meals. Trained in medication distribution, Handle with Care physical behavior managements, and verbal de-escalation using Therapeutic Crisis Intervention.

### **Sununu Youth Services Center, Manchester, NH**

#### Intern

(February 2015-May 2015)

Intern in a supervisory position. Participate in the in-take process and different treatment plan meetings. Engage with the students on the different units. Observe classes during the day and the residential aspect at night. Firsthand experience into the residential and placement piece of the juvenile justice system.

**Saint Anselm College Meelia Center for Community Engagement, Manchester, NH**

Site Coordinator for Sununu Youth Services Center

(November 2013-May 2015)

Recruit and organize Saint Anselm College students to volunteer at Sununu Youth Services Center. Meet with SYSC each semester to plan and set goals. Act as liaison between students and SYSC, demonstrating excellent communication skills. Demonstrate problem solving ability when issues arise and solve them in a timely manner.

Volunteer at Sununu Youth Services Center, Manchester, NH

(January 2013-May 2015)

Tutor, mentor, and encourage the youth, ages thirteen to eighteen while enabling them to realize their potential. Effectively motivate students to reach academic goals. Create an encouraging and supportive environment favorable to learning.

Volunteer at Hampshire House, Manchester, NH

(January 2014-May

2014)

Teach computer skills, helped with resume building and job searching. Advised with sending employment inquiries. Created an encouraging and supportive environment.

**Leadership**

**Appalachia Service Project-Letcher County, KY**

Group Leader

(June 2015)

Lead a group of 6 high school students to Kentucky to volunteer with Appalachia Service Project, an organization that helps make houses safer low income families. Delegated different parts of floor replacement jobs.

**Spring Break Alternative Trip-Minden, LA**

Volunteer

(March 2012)

Traveled down to Louisiana and worked with The Fuller Center for Housing, an organization that helps build affordable housing for low-income families. Delegated relationships with family members and acquired exposure and understanding of the hardships faced by low income families.

**Additional Experience**

**McDonald's-Hillsboro, NH**

Crew Member

(June 2014-June 2015)

Exhibited strong communication and sales skills while promoting services and meeting customers' needs. Show leadership when asked to supervise at times during shifts. Exemplify flexibility by working mornings, nights, weekends, and holidays. Based on ability and performance, received progressive responsibility.

**True Confections, LLC-Concord, NH**

Cashier

(May 2013-May 2014)

Work independently while opening and closing the store. Acquired significant experience in customer relations through direct contact with customers. Cashed out registers at the end of the night during closing. Accurately and efficiently handled /processed cash, checks, and credit card transactions.

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**Saint Anselm College Athletics -Manchester, NH**

Athletic Communications

(September 2012-May 2015)

Exercise ability to multi-task in high demand situations while recording statistics during sporting events. Demonstrate reliability, ability to focus, and attention to detail while responsible for different tasks during games including recording shots in hockey games, keeping the scorebook for volleyball, and knowing appropriate times to play music. Show reliability and responsibility when being a line judge during the volleyball games.

**Computer Skills:** Social Media (Facebook, Twitter, Instagram), Microsoft Office, NH WITS Electronic Health Record

David G. Belanger, Jr.

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**EDUCATION:**

- **M.A. in Clinical Mental Health Counseling**, Union Institute and University, Cincinnati, OH  
December 2007
- **B.A in Psychology**, Southern New Hampshire University, Manchester, NH December 2003,  
3.8 GPA
- **A.A. in Liberal Studies**, Hesser College, Manchester, NH January 1999, 3.8 GPA

**WORK EXPERIENCE:**

**GRAFTON COUNTY ALTERNATIVE SENTENCING**

North Haverhill, NH

August 2015 to present

**MLADC, Treatment Coordinator**

Work includes: assessment of candidates for Grafton County Drug Treatment Court Program; treatment of Drug Treatment Court participants with co-occurring substance abuse and mental health disorders; utilizing cognitive behavioral, motivational interviewing, moral reconnection therapy, and dialectical behavioral therapy methods; supervision of staff working towards CRSW and LADC licensure; writing progress notes & discharge summaries; designing treatment plans based on goals agreed upon with clients and facilitating intensive outpatient and aftercare group therapy sessions; participating in weekly multi-disciplinary team meetings; serving as liaison to other treatment providers; and providing after hours on-call coverage.

**HEADREST, INC.**

Lebanon, NH

March 2014 to August 2015

**Outpatient Substance Abuse Counselor**

Work included: assessment and treatment of individuals with co-occurring substance abuse and mental health disorders; utilizing cognitive behavioral, motivational interviewing, and dialectical behavioral therapy methods; writing progress notes, assessments, and discharge summaries; designing treatment plans based on goals agreed upon with clients; and facilitating intensive outpatient and men's aftercare group therapy sessions. Other duties included providing on-call coverage for Headrest crisis hotline.

**VALLEY VISTA**

Bradford, VT

November 2013 to April 2014

**Primary Therapist, Men's Residential Substance Abuse Treatment Unit**

Work included: assessment and treatment of individuals with co-occurring substance abuse and mental health disorders; utilizing cognitive behavioral, motivational interviewing, and 12-Step Facilitation methods; writing progress notes, assessments, and discharge summaries; designing treatment plans based on goals agreed upon with clients; facilitating psycho-educational and process group therapy sessions; working with health insurance companies to establish a length of stay appropriate for client's needs; and working as part of a multi-dimensional team (clinical, medical, and psychiatric) to provide the best level of care for clients.

**HEADREST, INC.**

Lebanon, NH

January 2007 to November 2013

**Outpatient Substance Abuse Counselor**

May 2008 to November 2013

Work included: assessment and treatment of individuals with co-occurring substance abuse and mental health disorders; utilizing cognitive behavioral, motivational interviewing, and dialectical behavioral therapy methods; writing progress notes, assessments, and discharge summaries; designing treatment plans based on goals agreed upon with clients; and facilitating intensive outpatient and dialectical behavioral

group therapy sessions. Other duties included providing on-call coverage for both Headrest crisis hotline and Headrest Dialectical Behavioral Therapy program.

#### **Counselor, Grafton County House of Corrections**

Performing same duties as listed above with individuals incarcerated at the Grafton County House of Corrections (16 hours per week, since May 2008), in the Grafton County Drug Treatment Court Program, and in the Grafton County Electronic Monitoring Program (through Headrest subcontract with Grafton County).

#### **Hotline Coordinator**

January 2007 to May 2008

Work included: oversight of 24-hour crisis hotline; answering crisis calls; supervision of 9 staff members; insuring hotline is in compliance with American Association of Suicidology guidelines; serving on Quality Assurance Board; working with business manager on budgeting and marketing; coordination of services with other facilities; and conducting trainings. Other duties included on-call coverage, staff scheduling, and doing screenings for residential and outpatient counseling programs.

- Completed 1500 hour counseling internship, required by graduate school program.

#### **DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY**

Claremont, NH

June 2004 to Dec 2006

#### **Community Services Coordinator, Brookshire Group Home**

Work included: oversight of day and residential program for 3 developmentally disabled individuals; supervision and training of 15 staff members; and design and implementation of service plans with family service coordinators, psychologists, and legal guardians. Other duties included behavioral intervention, staff scheduling, writing monthly and annual progress reports, overseeing clients' medical care, working with agency nurse trainer to ensure proper medication administration procedures are followed, ensuring residence functions with state certification guidelines, on-call crisis coverage (for both the residence and agency), mentoring new coordinators, and interviewing, hiring, and training new staff.

#### **LICENSURES AND CERTIFICATIONS**

- NH Masters Licensed Alcohol and Drug Counselor (MLADC), License # 0948
- Moral Reconciliation Therapy Certification: August 2017. Completed 40 hour training course provided by Correctional Counseling, LLC. Have provided Moral Reconciliation Therapy group treatment to individuals participating in Grafton County Drug Treatment Court.
- Dialectical Behavioral Therapy Certification, December 2011. Completed 80 hours of training provided by Behavioral Tech LLC. Certified to provide Dialectical Behavioral Therapy in both individual and group settings. Certification also entails competency to train other staff in Dialectical Behavioral Therapy. Designed and implemented Headrest's Dialectical Behavioral Therapy program with other members (3) of Dialectical Behavioral Therapy team. Currently providing individual and group treatment to Dialectical Behavioral Therapy program participants.
- Have attended and completed trainings on topics such as Personality Disorders; treating Bipolar Disorder; treating Eating Disorders, Seeking Safety, helping National Guard Members and their families cope before, during, and after a deployment; and other trainings required by the State of New Hampshire.
- Have attended state, regional, and national Drug Treatment Court training conferences.
- Attended Annual Conference on Psychological Trauma: Neuroscience, Attachment, and Therapeutic Interventions, sponsored by The Meadows. Boston, MA. June 15-June 17, 2006 (21 continuing education hours). Attended workshops on acute intervention with victims of war and terrorism, neuropsychological assessment of traumatized adults and children, and interventions with victims of human trafficking.
- Also knowledgeable in American Sign Language

\*References available upon request.

# Kenn Stransky

## Education and Credentials

- NH Licensed Certified Recovery Support Worker
- ServSafe Manager, Certified Instructor, Examination Proctor
- Master in Adult Education Administration, in process, Ohio University
- Graduate credential Leadership Excellence Academy, Certified Manager in Program Improvement
- Bachelors of Arts in Government/United States History, The University of the State of New York

Member: State of Vermont Department of Education State Professional Development Team  
New England Adult Education Leadership Excellence Academy  
National Correctional Educators Association  
American Association for Adult & Continuing Education  
National Center for Family Literacy (Alliance)

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## Professional Education Experience

### Grafton County, North Haverhill, New Hampshire

#### Department of Alternative Sentencing, Case Manager

September 2017

Responsible for managing the caseload of the participants within various Alternative Sentencing Programs such as: Mental Health Court, Adult Diversion, and Juvenile Restorative Justice

#### Department of Corrections, Case Manager & Correctional Educator,

Oct. 2014 to Aug. 2017

#### Certified Recovery Support Worker & Re-entry Specialist

Working in the Programs Department provided intake, orientation, and addiction counseling and re-entry services and vocational education, for those facing addictions while incarcerated. This program is partly funded through the New Hampshire Bureau of Drug Addiction Services Agency. 281 inmates graduated with their diploma under my leadership.

#### Correctional Educator

May 2008 to present

Through direct contract employment with Grafton County, created an education program to serve incarcerated adult males and females at this 100+ bed maximum-security facility. In less than one year's time, the program received the recognition of the highest graduation rate in the entire NH Corrections system. In the second year service was expanded to pre-trial inmates that now return weekly for their education. The delivery system was designed to serve the adult needs of an entire system that is currently 80 percent coded for special education services.

### North Country Educational Services, Gorham, NH

2001 to June 2008

Southeastern Regional Education Service Center, Inc., Bedford, NH

#### Correctional Special Educator (part-time)

Through a grant from the New Hampshire Department of Education, provided contracted tutorial services for incarcerated coded high school special education students at the Coos County Correctional facility. In 2005 responsibilities were expanded to include the much larger Grafton County correctional facility. In addition, I provided adult education instruction to the general inmate population.

### Vermont Learning Works, Canaan Memorial High School, Canaan, VT 2002 to Oct. 2014

#### Adult Learning Center Manager, Regional Multi-Service Specialist, Adult Educator,

Coordinate and provide all adult education, Even Start and Migrant Education services in Essex County, VT. Established the Canaan Learning Center that now has the highest adult education graduation rate in the Northeast Kingdom region. Designed curriculum and services, interfaced with the local high school and supervisory union for Vermont High School Completion Program, attended meetings of local partners to coordinate and deliver services to former Ethel Allen Furniture workers.

### Northeast Kingdom Learning Services, Canaan, VT

2000 to 2002

#### Specialized Educator

One-on-one educator for special needs adult high school students in a pilot program of education for convicted sex offenders. Successfully placed and taught students to the award of their diplomas.

Coordinated services between Essex North Supervisory Union, Northeast Kingdom Learning Services, and the State of Vermont Agency of Human Services.

# Kenn Stransky

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PAGE TWO

## Other Experience

Northeast Kingdom, VT and North County, NH

1993 to 2000

### Freelance Journalist

Reported all local, regional, and business news for *Burlington Free Press*, *Newport Daily*, *Colebrook News & Sentinel* newspapers. Reported on school and Selectboard meetings in Essex and Orleans counties (VT) and Coos County (NH). Was a national Pulitzer Prize finalist for local reporting.

*Paramount Brands*, New York, NY

1990 to 1993

### Key Accounts Manager

Opened and serviced all prestige accounts for New York's leading beverage importer. Coordinated all public events and product launches. Coordinated media and public relations for brands such as Georges Duboeuf, Glen Ellen, Veuve Clicquot, and Benziger.

*UB Brands, Shaffer, Clarke USA*, Greenwich, CT

1985 to 1990

### National Sales Manager, Food Service

Managed a national sales staff. Responsible for multi-million dollar divisional budget. Coordinated foreign production and American launches of products such as New Zealand lamb, Carr's Biscuits, and Bonne Maman preserves.

*Hilton International*, 3 World Trade Center, New York, NY

1982 to 1985

### Assistant Purchasing Agent

Responsible for food, beverage and furniture purchasing for Hilton International's flagship hotel and restaurants at New York's World Trade Center. Coordinated all of the purchases for this location.

*Long Island Beef Export*, New York, NY

1980 to 1982

### Export Sales Coordinator

Interfaced with European and Hilton International customers. Arranged exports.

*United Brands*, New York, NY

1978 to 1980

### Management Trainee

Trained in all aspects of this international food company known mostly for Chiquita bananas.

- Guardian ad Litem in the Vermont Superior Court system since 1997
- Board member
  - Chair, Town of Norton Select Board and the Norton Planning Commission
  - Northeast Kingdom Community Action, board Treasurer
  - Northeastern Vermont Development Association, President
  - Northeast Kingdom Human Services, board member
  - Northeast Kingdom Collaborative, Chair
  - Nulhegan Gateway Association, President
  - Grace Community Church, Treasurer
- Member
  - Colonial Williamsburg Foundation, member
  - National Wildlife Federation, member
  - National Trust for Historic Preservation, member
  - Vermont Historical Society, member
- 2006 *Time Magazine Person of the Year*
- I enjoy sheep farming, tracking and historic preservation.



# Shelly Golden, B.S.W, M.S.W.

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## Professional Experience

### Mental Health Court Coordinator, Grafton County

N. Haverhill, NH

2/2011-present

Hired to lead 3 Grafton County localities to develop and sustain their own grant-funded mental health court programs. Working with 3 advisory boards, I led the process to develop strategic plans for the entire Agency, set fundraising goals, and implement those plans. Defining roles for staff and volunteers, providing training, and supervising personnel were essential for successfully implementing the new mental health court programs. After the programs were up and running, our team evaluated them by independently collecting program data and analyzing it using current best practices and appropriate research methods.

- Develop, coordinate, and oversee the Grafton County Mental Health Court;
- Manage an operating budget, research grant funding opportunities, compose grant reports, and collect and disseminate Program data;
- Work with local mental health court Advisory Boards and volunteers to develop operational policies/procedures, and provide community education and outreach;
- Serve as Program liaison to connect mentally ill offenders with mental health courts through the Grafton County Department of Corrections, the Grafton County Attorney's Office, District Courts, law enforcement officials, and mental health treatment providers.

### Youth Services/Restorative Justice Coordinator, CADY Inc.

Plymouth, NH

7/2007-5/2010

Independently operated the Restorative Justice, Launch, and LIFE community-based drug and alcohol youth prevention programs. Programs provided direct services, educational programming, advocacy, and therapy to youth and families in order to minimize the impact of substance abuse on our community youth and break the cycle of youth crime through evidence-based intervention. I encouraged productive community collaboration while training volunteers, advisory council members, and community partners, as well as while supervising staff members. Sound methods of data collection and analysis in addition to clear grant reporting helped make the programs a success. Directed to:

- Organize, direct, and supervise all youth programming activities and services associated with the Restorative Justice Program;
- Assess Restorative Justice Program referrals and build collaborative relationships between victims, youth, families, community residents, law enforcement partners, and community service providers;
- Recruit, screen, train, and support Restorative Panel community volunteers and AmeriCorps staff;
- Establish and maintain high functioning, collaborative relationships and partnerships with the public, local businesses, and government and social service agencies.

**Clinical/Treatment Coordinator, Becket Family of Services  
Campton/Plymouth, NH**

**3/2006-7/2007**

Improved professional program outcomes through work with a staff of clinicians, case managers, and residential support staff by providing clinical, behavioral, and program development guidance and training. Modeled best practices and behavior through direct clinical work with youth in the program. Developed creative ways for community members and businesses to provide in-kind resources and support to youth in the program. Responsible for:

- Providing individual, group, and family therapy to 13-17 year old students;
- Delivering clinical training and guidance to residential, academic, and clinical faculty;
- Developing and facilitating individual and group therapy that focused on student needs in the areas of: substance abuse, domestic and/or sexual violence, neglect, gang violence, learning challenges, and mental health-related issues.

**Direct Services Coordinator, Voices Against Violence  
Plymouth, NH**

**7/2001-3/2006**

Prepared, implemented, and trained volunteers and staff to effectively provide direct service programming and services while also advocating for survivors in the residential shelter and larger community. Developed expertise in:

- Coordinating comprehensive direct services for survivors of domestic and sexual violence;
- Developing and facilitating support groups;
- Providing family support, parenting, and life-skills education for clients in the shelter and community;
- Training and supervising agency volunteers;
- Building collaborative relationships with professional agencies in the community.

**Court Advocacy Director, Task Force Against Domestic/Sexual Violence  
Plymouth, NH**

**5/1998-7/2000**

Developed community-based collaborative programming to improve resources for survivors of domestic and sexual violence. Led development of the Sexual Assault Response Team, the Child Advocacy Center, and participated in coordinated legislative activism with the NH Coalition Against Domestic and Sexual Violence. Accountable for:

- Coordinating and implementing the Court Advocacy Program;
- Developing resources and fostering positive community relations;
- Facilitating domestic violence and sexual assault support groups;
- Training volunteers;
- Providing direct service advocacy with shelter and court clients;
- Organizing public awareness events and educational programs;
- Coordinating legislative activism and crisis line advocacy.

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## Advisory Board Memberships

*Plymouth State University Social Work Department, Advisory Board Member*

**11/2009–present**

*CADY Restorative Justice Program, Advisory Board Member*

**6/2010–present**

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## Education

*M.S.W., University of New England, Biddeford, ME*

**June 2001**

*B.S. in Social Work, Plymouth State College, Plymouth, NH*

**May 1994**

*Minors in Psychology, Women's Studies & Sociology/Anthropology*

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## Up-to-date Certifications

*Prime for Life, Drug and Alcohol Risk Reduction Program*

*HIV Counselor, NH Certified*

*Crisis Intervention, CPI Certified*

ASHLEY BELYEA

**PROFESSIONAL EXPERIENCE:**

**Grafton County Alternative Sentencing** – North Haverhill, NH July 2015-Current  
**Adult Diversion Program, Case Manager**

Responsible for managing a caseload up to 25 Adult participants. Works with participants individually and in groups to teach basic life skill needs and help aide in the participants' stabilization (i.e. housing, finances, insurance, education, employment, etc.). Responsible for completing assessments to aide in participant eligibility determination into the program. Currently working towards obtaining CRSW licensure.

**Grafton County Nursing Home** - North Haverhill, NH April 2012-July 2015  
**Licensed Nursing Assistant**

Assisted elderly residents with basic life skill needs and care such as dressing, oral care, ambulation, feeding, range of motion exercises, vital signs, and activities.

**Warren Village School** -Warren, NH Aug. 2011-June 2012  
**Preschool Teacher**

Managed a classroom size of 15 students. Prepared and taught lesson plans for Reading, Math, Science, and Socialization. Designed and implemented a report card system to coincide with the Reading and Math program. Documented progress of students through progress reports and performed screening assessments.

**Wentworth Elementary School** - Wentworth, NH Aug. 2010-June 2011  
**Kindergarten Teacher**

Managed a classroom size of 6 students. Prepared and taught lesson plans for Math, Social Studies, Science, Reading, Phonics, and Literacy. Documented progress of students through work samples, progress reports, reports cards and digital portfolios.

**Woodsville Elementary School**- Woodsville, NH Aug. 2009-June 2010  
**Title I Assistant**

Worked with six Kindergarten student to improve and enhance their knowledge, understanding, and comfort with Math and Reading. Documented students' progress through work samples.

**ADDITIONAL EXPERIENCE:**

**Shaw's Supermarkets** 2002-2010  
Customer Service Representative, Cashier, Deli Assistant

**EDUCATION:** Bachelor of Science in Elementary Education  
May 2009  
Minor: Psychology  
Keene State College, Keene, NH

**SKILLS:**

Knowledge of Word, Excel, Power Point, Digital Portfolios, knowledge of Thinking for Change curriculum, knowledge of biopsychosocial assessments, and CPR certified.

## KEY ADMINISTRATIVE PERSONNEL

### NH Department of Health and Human Services

Vendor Name:

Grafton County

Name of Program/Service:

Department of Corrections and Alternative Sentencing Department

BUDGET PERIOD:		Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Name & Title Key Administrative Personnel				
Julie Libby, County Administrator		\$ 110,202.00	0.00%	\$0.00
Tom Elliott - GCDOC Superintendent		\$ 83,184.00	0.00%	\$0.00
Mark Deem - Sergeant, Program Supv		\$ 50,377.00	0.00%	\$0.00
Lucille Buteau, LADC, Clinical Supv		\$ 56,784.00	100.00%	\$56,784.00
Sarah Pepper, CRSW, Case Manager		\$ 26,770.00	100.00%	\$26,770.00
Dave Belanger, MLADC		\$ 68,060.80	75.00%	\$51,045.60
Kenn Stransky, CRSW		\$ 44,162.40	25.00%	\$11,040.60
Shelly Golden, Mental Health Court Coordinator		\$ 60,769.60	15.00%	\$9,115.44
Ashley Belyea, Case Manager		\$ 38,748.80	25.00%	\$9,687.20
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>				<b>\$164,442.84</b>

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.

Subject: Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST-04)

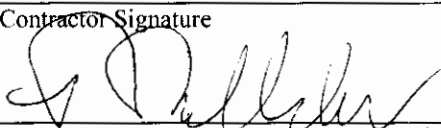
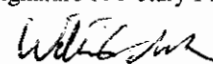
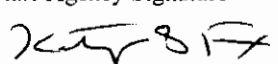

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Greater Nashua Council on Alcoholism		1.4 Contractor Address 615 Amherst Street Nashua NH 03063	
1.5 Contractor Phone Number 603-882-3616 x1103	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 \$624,599
1.9 Contracting Officer for State Agency E. Maria 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 Peter Kelleher, President & CEO	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Hillsborough</u> On <u>6/4/2018</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.i Signature of Notary Public or Justice of the Peace  [Seal] <b>WILLIAM C. MARTIN</b>			
1.13.2 Name and Title of Notary Public or Justice of the Peace <u>New Hampshire</u> <b>My Commission Expires November 4, 2020</b>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katya 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>6/8/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**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-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all 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

Contractor Initials

Date

  
6/4/18



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, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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 supersedes 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.

### 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 recovery from alcohol and drug problems. At a minimum, the Contractor must:



Exhibit A

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- 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.
    - 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



Exhibit A

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. Transitional Living Services provide residential substance use disorder treatment services according to an individualized treatment plan designed to support individuals as they transition back into the community. Transitional Living Services are not defined by ASAM. Transitional Living services must include at least 3 hours of clinical services per week of which at least 1 hour must be delivered by a Licensed Counselor or unlicensed Counselor working under the supervision of a Licensed Supervisor and the remaining hours must be delivered by a Certified Recovery Support Worker (CRSW) working under a Licensed Supervisor or a Licensed Counselor. The maximum length of stay in this service is six (6) months. Adult residents typically work in the community and may pay a portion of their room and board.



Exhibit A

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- 2.3.1.6. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. Low-Intensity Residential Treatment services provide residential substance use disorder treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.
  - 2.3.1.7. 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.
  - 2.3.1.8. High Intensity Residential Treatment for Pregnant and Parenting Women as defined as ASAM Criteria, Level 3.5. This service provides residential substance use disorder treatment to pregnant women and their children when appropriately designed to assist individuals who require a more intensive level of service in a structured setting.
  - 2.3.1.9. Ambulatory Withdrawal Management services as defined as ASAM Criteria, Level 1-WM as an outpatient service. Withdrawal Management services provide a combination of clinical and/or medical services utilized to stabilize the client while they are undergoing withdrawal.
  - 2.3.1.10. 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 2.3.1.10 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



Exhibit A

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. 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 2.3.1.10 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

2.4.2.2. Transportation for Pregnant and Parenting Women:



Exhibit A

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- 2.4.2.2.1. The Contractor may provide transportation services to pregnant and parenting women to and from services as required by the client's treatment plan.
  - 2.4.2.2.2. The Contractor may use Contractor's own vehicle, and/or purchase public transportation passes and/or pay for cab fare. The Contractor shall:
    - 2.4.2.2.2.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.
    - 2.4.2.2.2.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order
    - 2.4.2.2.2.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
  - 2.4.2.3. Child Care for Pregnant and Parenting Women:
    - 2.4.2.3.1. The Contractor may provide child care to children of pregnant and parenting women while the individual is in treatment and case management services.
    - 2.4.2.3.2. The Contractor may directly provide child care and/or pay for childcare provided by a licensed childcare provider.
    - 2.4.2.3.3. The Contractor shall comply with all applicable Federal and State childcare regulations such as but not limited to New Hampshire Administrative Rule He-C 4002 Child Care Licensing.





Exhibit A

- 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.
- 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 2.3.1.10 (except for Section 2.3.1.5 Transitional Living) 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, 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:



Exhibit A

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- 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.
  - 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.



Exhibit A

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- 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:
    - 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.

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Exhibit A

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- 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.
- 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



Exhibit A

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

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



Exhibit A

- 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)
    - 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.



Exhibit A

- 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.
    - 2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer



Exhibit A

- 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, 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, except for Transitional Living (See Section 2.3.1.5), 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





Exhibit A

- 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
- 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



Exhibit A

- 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 Recovery Support Services and 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>
    - 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. 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



Exhibit A

<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 Education Tools that include:

2.9.1.4.1. Asses 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:


  
6/14/18



Exhibit A

- 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.

**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 8.1.2).
  - 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:



Exhibit A

- 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;
  - 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



Exhibit A

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.
- 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;

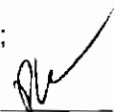
  
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Exhibit A

- 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.
- 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;



Exhibit A

- 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;
  - 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





Exhibit A

- 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
  - 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. 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:



Exhibit A

- 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:
- 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.



Exhibit A

- 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
  - 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.



Exhibit A

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**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:
- 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 541-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:29; 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.

Vendor Name  
RFA-2019-BDAS-01-SUBST  
Page 8 of 24

Contactor Initials: 

Date: 6/4/18



### 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: Addiction 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



### Exhibit A-1 Operational Requirements

- 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;





### Exhibit A-1 Operational Requirements

- 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



### Exhibit A-1 Operational Requirements

- 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.



### Exhibit A-1 Operational Requirements

- 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, epi-pens, 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.
16. Personal Rights.
  - 16.1. 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.
  - 16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum the following:



### Exhibit A-1 Operational Requirements

- 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;
    - 19.1.6. 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;



### Exhibit A-1 Operational Requirements

- 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



### Exhibit A-1 Operational Requirements

- 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.



### Exhibit A-1 Operational Requirements

- 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.



### Exhibit A-1 Operational Requirements

- 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.





### Exhibit A-1 Operational Requirements

- 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.



### Exhibit A-1 Operational Requirements

- 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



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, except for Childcare (See Section 11 below).

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 12, 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 12 Sliding Fee Scale for the client's applicable income level.



Exhibit B

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- 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, except for:
    - 5.7.1. Transitional Living (See Section 7 below) and
    - 5.7.2. 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, Section 5.7.1 and 5.7.2) 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 for: Integrated Medication Assisted Treatment (MAT)
- 6.1. 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:



Exhibit B

6.2. Medication:

6.2.1. 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.

6.2.2. 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:

6.2.2.1. 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.

6.2.3. The Contractor shall seek reimbursement for up to 3 doses per client per day.

6.2.4. The Contractor shall maintain documentation of the following:

- 6.2.4.1. WITS Client ID #;
- 6.2.4.2. Period for which prescription is intended;
- 6.2.4.3. Name and dosage of the medication;
- 6.2.4.4. Associated Medicaid Code;
- 6.2.4.5. Charge for the medication.
- 6.2.4.6. Client cost share for the service; and
- 6.2.4.7. Amount being billed to the Department for the service.

6.3. Physician Time:

6.3.1. 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.





Exhibit B

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- 6.3.2. The Contractor shall seek reimbursement according to Exhibit B-1 Service Fee Table.
  - 6.3.3. The Contractor shall maintain documentation of the following:
    - 6.3.3.1. WITS Client ID #;
    - 6.3.3.2. Date of Service;
    - 6.3.3.3. Description of service;
    - 6.3.3.4. Associated Medicaid Code;
    - 6.3.3.5. Charge for the service;
    - 6.3.3.6. Client cost share for the service; and
    - 6.3.3.7. Amount being billed to the Department for the service.
  - 6.4. The Contractor will submit an invoice by the twentieth (20<sup>th</sup>) 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.
7. Charging the Client for Room and Board for Transitional Living Services and for Low-Intensity Residential Treatment
- 7.1. The Contractor may charge the client fees for room and board, in addition to:
    - 7.1.1. The client's portion of the Contract Rate in Exhibit B-1 using the sliding fee scale
    - 7.1.2. The charges to the Department
  - 7.2. 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:



Exhibit B

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

- 7.3. The Contractor shall hold 50% of the amount charged to the client that will be returned to the client at the time of discharge.
- 7.4. The Contractor shall maintain records to account for the client's contribution to room and board.
8. Charging for Clinical Services under Transitional Living
- 8.1. The Contractor shall charge for clinical services separately from this contract to the client's other third party payers such as Medicaid, NHHPP, Medicare, and private insurance. The Contractor shall not charge the client according to the sliding fee scale.
- 8.2. Notwithstanding Section 8.1 above, the Contractor may charge in accordance with Sections 5.2.2 and 5.2.3 above for clinical services under this contract only when the client does not have any other payer source other than this contract.
9. Additional Billing Information: Intensive Case Management Services:
- 9.1. 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.
- 9.2. The Department will not pay for intensive case management provided to a client prior to admission.
- 9.3. The Contractor will bill for intensive case management only when the service is authorized by the Department.



Exhibit B

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10. Additional Billing Information: Transportation
- 10.1. The Contractor will seek reimbursement in accordance with Section 5 above and upon prior approval of the Department for Transportation provided in Exhibit A Scope of Services Section 2.4.2.2 as follows:
- 10.1.1. At Department's standard per mile rate plus an hourly rate in accordance with Exhibit B-1 Service Fee Table for Contractor's staff driving time, when using the Contractor's own vehicle for transporting clients to and from services required by the client's treatment plan. If the Contractor's staff works less than a full hour, then the hourly rate will be prorated at fifteen (15) minute intervals for actual work completed; or.
- 10.1.2. At the actual cost to purchase transportation passes or to pay for cab fare, in order for the client to receive transportation to and from services required by the client's treatment plan.
- 10.2. The Contractor shall keep and maintain records and receipts to support the cost of transportation and provide said records and receipts to the Department upon request.
- 10.3. The Contractor will invoice the Department according to Department instructions.
11. Charging for Child Care
- 11.1. The Contractor shall seek reimbursement upon prior approval of the Department for Childcare provided in Exhibit A Scope of Services, Section 2.4.2.3 as follows:
- 11.1.1. At the hourly rate in Exhibit B-1 Service Fee Table for when the Contractor's staff provides child care while the client is receiving treatment or recovery support services, or
- 11.1.2. At the actual cost to purchase childcare from a licensed child care provider.
- 11.2. The Contractor shall keep and maintain records and receipts to support the cost of childcare and provide these to the Department upon request.
- 11.3. The Contractor will invoice the Department according to Department instructions.



Exhibit B

12. Sliding Fee Scale

12.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B Section 5 above.

12.2. 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%

12.3. 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.

13. Submitting Charges for Payment

13.1. 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:

13.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

13.1.2. 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.

13.1.3. 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.

13.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.

13.1.5. Submit separate batches for each billing month.



Exhibit B

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- 13.2. 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.
  - 13.3. 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.
  14. 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.
  15. Funds in this contract may not be used to replace funding for a program already funded from another source.
  16. The Contractor will keep detailed records of their activities related to Department funded programs and services.
  17. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
  18. 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.
  19. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
    - 19.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
    - 19.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
      - 19.2.1. Make cash payments to intended recipients of substance abuse services.
      - 19.2.2. 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.
      - 19.2.3. 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.

19.2.4. 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.

19.3. 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**

- 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**

<b>Service</b>	<b>Contract Rate: Maximum Allowable Charge</b>	<b>Unit</b>
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.
Transitional Living for room and board only	\$75.00	Per day
Low-Intensity Residential for Adults only for clinical services and room and board	\$119.00	Per day
High-Intensity Residential Adult, (excluding Pregnant and Parenting Women), for clinical services and room and board	\$154.00	Per day
High-Intensity Residential only for Pregnant and Parenting Women: Room and Board only	\$75.00	Per Day
High-Intensity Residential only for Pregnant and Parenting Women: Clinical services only	\$180.00	Per Day



Exhibit B-1

Service	Contract Rate: Maximum Allowable Charge	Unit
Integrated Medication Assisted Treatment - Physician Time	Rate Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	Unit Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.
Integrated Medication Assisted Treatment – Medication	See Exhibit B, Section 6.2	See Exhibit B, Section 6.2
Ambulatory Withdrawal Management without Extended On-Site Monitoring (ASAM Level 1-WM)	\$104.00	Per day
Medically Monitored Inpatient Withdrawal Management (ASAM Level 3.7 WM)	\$215.00	Per day
Individual Intensive Case Management	\$16.50	15 min
Group Intensive Case Management	\$5.50	15 min
Staff Time for Child Care Provided by the Contractor, only for children of Pregnant and Parenting Women	Actual staff time up to \$20.00	Hour
Child Care Provided by a Child Care Provider (other than the Contractor), only for children of Pregnant and Parenting Women	Actual cost to purchase Child Care	According to the Child Care Provider
Staff Time for Transportation Provided by the Contractor, only for Pregnant and Parenting Women	Actual staff time up to \$5.00	Per 15 minutes
Mileage Reimbursement for use of the Contractor's Vehicle when providing Transportation for Pregnant and Parenting Women	Department's standard per mile reimbursement rate	Per Mile
Transportation provided by a Transportation Provider (other than the Contractor) only to Pregnant and Parenting Women	Actual cost to purchase Transportation	According to the Transportation Provider





**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 procedures.
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. **Retroactive 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 amounts 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;



- 7.3. 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 (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 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 13166, 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

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6/4/18



- 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.

*[Handwritten Signature]*  
6/4/18



**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 affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope 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]*

*6/4/18*



**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 GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS**  
**US DEPARTMENT OF EDUCATION - CONTRACTORS**  
**US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

  
6/4/18



- 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: Greater Nashua Council on Alcoholism

6/4/18  
Date

  
Name: Peter Kelleher  
Title: President & CEO

Contractor Initials   
Date 6/4/18





**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
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

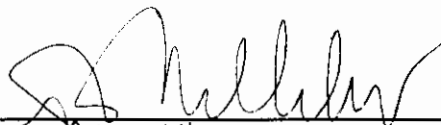
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: Greater Nashua Council on Alcoholism

6/4/18  
Date

  
Name: Peter Kelleher  
Title: President & CEO

Contractor Initials pk  
Date 6/4/18



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

*[Handwritten Signature]*  
6/14/18



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

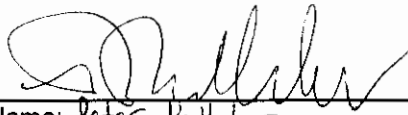
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: *Greater Nashua Council on Alcoholism*

6/4/18  
Date

  
Name: *Peter Kelleher*  
Title: *President & CEO*



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

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

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Greater Nashua Council on Alcoholism

6/4/18  
Date

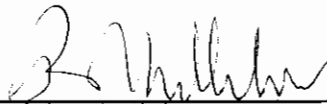
  
Name: Peter Kelleher  
Title: President & CEO

Exhibit G

Contractor Initials 

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

Date 6/4/18



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

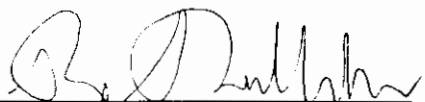
Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, 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: *Greater Nashua Council on Alcoholism*

6/4/18  
Date

  
Name: *Peter Kelleher*  
Title: *President & CEO*


Contractor Initials   
Date 6/4/18



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 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

*[Handwritten Signature]*  
6/4/18



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 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

*PM*  
6/4/18



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services  
The State

Katja S Fox  
Signature of Authorized Representative

Katja S Fox  
Name of Authorized Representative

Director  
Title of Authorized Representative

6/17/18  
Date

Greater Nashua Council on Alcoholism  
Name of the Contractor

Peter Kelleher  
Signature of Authorized Representative

Peter Kelleher  
Name of Authorized Representative

President & CEO  
Title of Authorized Representative

6/14/18  
Date



**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.

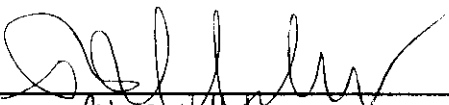
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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: *Greater Nashua Council on Alcoholism*

6/4/18  
Date

  
Name: *Peter Kelleher*  
Title: *President & CEO*

Contractor Initials *pk*  
Date 6/4/18



**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: 602018907
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?


NO  YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

  
6/4/18



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

## I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

### A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to/a

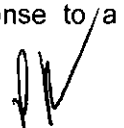
  
6/4/18





Exhibit K

DHHS Information Security Requirements

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

**II. METHODS OF SECURE TRANSMISSION OF DATA**

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

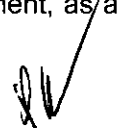
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), 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

  
6/4/18



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.).

*JK*  
6/4/18



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's 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.

A handwritten signature in black ink, appearing to be 'RW', written over a horizontal line.

6/4/18



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 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

*[Handwritten Signature]*

6/4/18



**DHHS Information Security Requirements**

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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

DHHSPrivacy.Officer@dhhs.nh.gov

A handwritten signature in black ink, appearing to be 'W' or 'V' with a checkmark-like flourish.

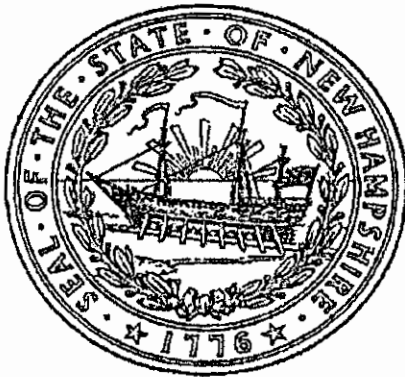
6/4/18

**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 GREATER NASHUA COUNCIL ON ALCOHOLISM is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 16, 1983. 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: 74349



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2nd day of March A.D. 2018.

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

William M. Gardner  
Secretary of State



# CERTIFICATE OF VOTE

I, David Aponovich, Asst. Treasurer, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Greater Nashua Council on Alcoholism  
(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 June 4, 2018.  
(Date)

**RESOLVED:** That the President & CEO  
(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 4<sup>th</sup> day of June, 2018.  
(Date Contract Signed)

4. Peter Kelleher is the duly elected President & CEO  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

David J. Aponovich  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 4<sup>th</sup> day of June, 2018.

By David Aponovich  
(Name of Elected Officer of the Agency)

William C. Martin  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

**WILLIAM C. MARTIN**  
Justice of the Peace - New Hampshire  
My Commission Expires November 4, 2020

Commission Expires: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/27/2017

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

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

<b>PRODUCER</b> Eaton & Berube Insurance Agency, Inc. 11 Concord Street Nashua NH 03064	<b>CONTACT NAME:</b> Kimberly Gutekunst <b>PHONE (A/C, No, Ext):</b> 603-882-2766 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> kgutekunst@eatonberube.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
INSURER A: Hanover Insurance	
INSURER B: Philadelphia Insurance Companies	
INSURER C: Great Falls Insurance Co	
INSURER D: Selective Insurance Group	
INSURER E:	
INSURER F:	

**INSURED** HARHO  
 Harbor Homes, Inc  
 45 High Street  
 Nashua NH 03060

**COVERAGES** **CERTIFICATE NUMBER: 1808162943** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL/ISBR/INSD/ WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	S2288207	7/1/2017	7/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/POP AGG \$3,000,000 \$
D	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		306871	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0		306873	7/1/2017	7/1/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WCD0936040016	11/26/2017	11/26/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A B D	Professional Liability Management Liability Crime		L1VA966008 PHSD1258460 S2288207	7/1/2017 7/1/2017 7/1/2017	7/1/2018 7/1/2018 7/1/2018	\$1,000,000 \$1,000,000 \$510,000 \$3,000,000

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

Additional Named Insureds:  
 Harbor Homes, Inc. - FID# 020351932  
 Harbor Homes II, Inc.  
 Harbor Homes III, Inc.  
 Healthy at Homes, Inc. -FID# 043364080  
 Milford Regional Counseling Service, Inc. -FID# 222512360  
 See Attached...

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Department of Health and Human Services 129 Pleasant St Concord NH 03301	<b>CANCELLATION</b>  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 
-------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

AGENCY CUSTOMER ID: HARHO

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Eaton & Berube Insurance Agency, Inc.		NAMED INSURED Harbor Homes, Inc 45 High Street Nashua NH 03060	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

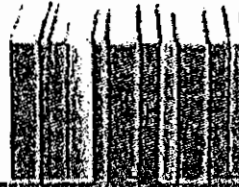
**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Southern New Hampshire HIV/AIDS Task Force -FID# 020447280  
Welcoming Light, Inc. -FID# 020481648  
HH Ownership, Inc.  
Greater Nashua Council on Alcoholism dba Keystone Hall -FID# 222558859

# Web-Library

*An Internal Employee Resource Center*



Home

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Greater Nashua Council on Alcoholism, Inc. (Keystone Hall)

## **Mission Statement**

To empower the chemically dependent person to  
Take responsibility toward recovery through  
Professional counseling in a caring environment

## **Overview**

- Greater Nashua area's only non-medical substance abuse detoxification/assessment center
- Uniquely geared to address needs for the homeless, uninsured and underinsured population
- Established in 1990 to serve both male and female clients

[Back to Mission Statement and Overviews](#)

**GREATER NASHUA  
COUNCIL ON ALCOHOLISM**

Financial Statements

For the Year Ended June 30, 2017

(With Independent Auditors' Report Thereon)

## TABLE OF CONTENTS

	<u>Page</u>
<b>INDEPENDENT AUDITORS' REPORT</b>	1
<b>BASIC FINANCIAL STATEMENTS:</b>	
Statement of Financial Position	4
Statement of Activities	5
Statement of Functional Expenses	6
Statement of Cash Flows	7
Notes to the Financial Statements	8
<b>SUPPLEMENTARY INFORMATION:</b>	
Schedule of Program Services Expenses – Current Year	19
Schedule of Program Services Expenses – Prior Year	20

**Additional Offices:**

Andover, MA  
Greenfield, MA  
Manchester, NH  
Ellsworth, ME

**INDEPENDENT AUDITORS' REPORT**

To the Board of Directors of  
Greater Nashua Council on Alcoholism

**Report on the Financial Statements**

We have audited the accompanying financial statements of Greater Nashua Council on Alcoholism, which comprise the statement of financial position as of June 30, 2017, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

**Management's Responsibility for the Financial Statements**

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

**Auditors' Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America 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 financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and

fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Greater Nashua Council on Alcoholism, Inc. as of June 30, 2017, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### **Report on Summarized Comparative Information**

We have previously audited Greater Nashua Council on Alcoholism, Inc.'s fiscal year 2016 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated November 2, 2016. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2016 is consistent, in all material respects, with the audited financial statements from which it has been derived.

### **Other Matters**

#### *Other Information*

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information is presented for purposes of additional analysis and is not a required part of the 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 financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the 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 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 January 10, 2018 on our consideration of Greater Nashua Council on Alcoholism's 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 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 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 Greater Nashua Council on Alcoholism's internal control over financial reporting and compliance.

*Melanson Heath*

January 10, 2018

**GREATER NASHUA COUNCIL ON ALCOHOLISM**

Statement of Financial Position

June 30, 2017

(With Comparative Totals as of June 30, 2016)

**ASSETS**

	<u>2017</u>	<u>2016</u>
<b>Current Assets:</b>		
Cash and cash equivalents	\$ 252,981	\$ 42,392
Receivables, net	1,318,521	523,281
Promises to give	3,000	-
Prepaid expenses	5,088	7,757
<b>Total Current Assets</b>	<u>1,579,590</u>	<u>573,430</u>
<b>Noncurrent Assets:</b>		
Property and equipment, net of accumulated depreciation	5,686,027	5,689,122
Restricted cash	38,482	26,473
Deferred compensation plan assets	-	6,000
<b>Total Noncurrent Assets</b>	<u>5,724,509</u>	<u>5,721,595</u>
<b>Total Assets</b>	<u>\$ 7,304,099</u>	<u>\$ 6,295,025</u>

**LIABILITIES AND NET ASSETS**

<b>Current Liabilities:</b>		
Accounts payable	\$ 76,165	\$ 48,800
Accrued expenses and other liabilities	225,962	165,379
Due to related organizations	399,615	125,152
Line of credit	128,779	182,402
Current portion of bonds and mortgages payable, net	123,992	81,263
<b>Total Current Liabilities</b>	<u>954,513</u>	<u>602,996</u>
<b>Long Term Liabilities:</b>		
Deferred compensation plan liability	-	6,000
Bonds and mortgages payable, long term, net	3,734,588	3,672,120
Mortgages payable, deferred	1,885,000	1,885,000
<b>Total Long Term Liabilities</b>	<u>5,619,588</u>	<u>5,563,120</u>
<b>Total Liabilities</b>	6,574,101	6,166,116
<b>Unrestricted Net Assets</b>	<u>729,998</u>	<u>128,909</u>
<b>Total Liabilities and Net Assets</b>	<u>\$ 7,304,099</u>	<u>\$ 6,295,025</u>

The accompanying notes are an integral part of these financial statements.

**GREATER NASHUA COUNCIL ON ALCOHOLISM**

Statement of Activities

For the Year Ended June 30, 2017

(With Comparative Totals for the Year Ended June 30, 2016)

	<u>2017</u>	<u>2016</u>
<b>Support and Revenue:</b>		
Support:		
Bureau of Drug and Alcohol	\$ 3,806,540	\$ 1,275,786
Other federal grants	130,017	47,850
State of New Hampshire	59,000	32,500
Other grants	-	109,348
Contributions	30,741	16,700
In-kind donations	57,225	-
Revenue:		
Client services:		
Medicaid	1,550,194	1,142,951
Third party insurance	65,060	60,877
Client billings, net	34,465	46,522
Contracted services	366,645	177,633
Other income	13,723	1,630
Interest income	<u>620</u>	<u>48</u>
Total Support and Revenue	6,114,230	2,911,845
Expenses:		
Program services	4,767,612	2,602,708
General and administrative	633,487	385,731
Fundraising	<u>112,042</u>	<u>34,106</u>
Total Expenses	<u>5,513,141</u>	<u>3,022,545</u>
Change in Net Assets	601,089	(110,700)
Unrestricted Net Assets, Beginning of Year	<u>128,909</u>	<u>239,609</u>
Unrestricted Net Assets, End of Year	<u>\$ 729,998</u>	<u>\$ 128,909</u>

The accompanying notes are an integral part of these financial statements.

**GREATER NASHUA COUNCIL ON ALCOHOLISM**

Statement of Functional Expenses

For the Year Ended June 30, 2017

(With Comparative Totals for the Year Ended June 30, 2016)

	<u>Program</u> <u>Services</u>	<u>General and</u> <u>Administrative</u>	<u>Fundraising</u>	<u>2017</u> <u>Total</u>	<u>2016</u> <u>Total</u>
Advertising	\$ 1,094	\$ 303	\$ -	\$ 1,397	\$ 3,142
Accounting fees	-	11,309	-	11,309	11,175
Client services	139,064	207	-	139,271	35,767
Client transportation	7,369	-	-	7,369	1,886
Contract services	627,117	31,237	-	658,354	26,511
Depreciation and amortization	192,770	27,332	-	220,102	203,431
Employee benefits	294,880	64,120	3,923	362,923	264,002
Food	98,502	4	-	98,506	95,639
Information technology	13,835	70,352	-	84,187	11,729
Insurance	19,834	1,039	-	20,873	19,153
Interest	141,683	15,239	-	156,922	160,288
Legal fees	3,249	1,832	-	5,081	6,758
Miscellaneous	32,953	1,024	1,266	35,243	14,849
Office supplies	33,259	2,382	-	35,641	23,120
Operating and maintenance	68,051	6,126	-	74,177	89,652
Operational supplies	24,092	125	-	24,217	50,250
Payroll taxes	191,246	9,124	6,127	206,497	143,106
Professional fees	-	1,771	350	2,121	2,332
Rent	185,863	201	-	186,064	69,577
Salaries and wages	2,513,370	379,588	100,290	2,993,248	1,677,143
Snow removal	6,793	272	-	7,065	-
Staff development	43,979	696	13	44,688	12,849
Staff travel	13,485	1,955	73	15,513	7,793
Telephone	14,019	4,341	-	18,360	7,000
Utilities	75,898	2,898	-	78,796	67,805
Vehicle expenses	25,207	10	-	25,217	17,588
<b>Total functional expenses</b>	<b>\$ 4,767,612</b>	<b>\$ 633,487</b>	<b>\$ 112,042</b>	<b>\$ 5,513,141</b>	<b>\$ 3,022,545</b>

The accompanying notes are an integral part of these financial statements.

**GREATER NASHUA COUNCIL ON ALCOHOLISM**

Statement of Cash Flows

For the Year Ended June 30, 2017

(With Comparative Totals as of June 30, 2016)

	<u>2017</u>	<u>2016</u>
<b>Cash Flows From Operating Activities:</b>		
Change in net assets	\$ 601,089	\$ (110,700)
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities:		
Depreciation and amortization	220,102	203,431
Gain on disposal of fixed assets	(2,180)	(1,282)
(Increase) Decrease In:		
Receivables	(795,240)	(189,646)
Prepaid expenses	2,669	17,239
Promises to give	(3,000)	-
Increase (Decrease) In:		
Accounts payable	27,385	18,878
Accrued expenses and other liabilities	<u>60,583</u>	<u>(40,768)</u>
Net Cash Provided (Used) By Operating Activities	111,388	(102,848)
<b>Cash Flow From Investing Activities:</b>		
Purchase of fixed assets	(214,154)	(73,599)
Proceeds from sale of fixed assets	<u>2,180</u>	<u>-</u>
Net Cash Used By Investing Activities	(211,974)	(73,599)
<b>Cash Flows From Financing Activities:</b>		
Receipts from related organizations	1,362,697	298,021
Payments to related organizations	(1,088,233)	(356,494)
Proceeds from line of credit	221,377	213,500
Payments to line of credit	(275,000)	(79,000)
Proceeds from long term debt	200,000	-
Principal payments on long term debt	<u>(97,657)</u>	<u>(77,051)</u>
Net Cash Provided (Used) By Financing Activities	<u>323,184</u>	<u>(1,024)</u>
Net Increase (Decrease)	222,598	(177,471)
Cash, Cash Equivalents, and Restricted Cash, Beginning of Year	<u>68,865</u>	<u>246,336</u>
Cash, Cash Equivalents, and Restricted Cash, End of Year	\$ <u>291,463</u>	\$ <u>68,865</u>
<b>Supplemental disclosures of cash flow information:</b>		
Interest paid	\$ <u>156,922</u>	\$ <u>160,288</u>

The accompanying notes are an integral part of these financial statements.

## GREATER NASHUA COUNCIL ON ALCOHOLISM

### Notes to the Financial Statements

#### 1. **Organization:**

Greater Nashua Council on Alcoholism (the Organization) is a nonprofit organization providing recovery support services which are evidence-based, genderspecific, and culturally competent. The programs include residential, transitional housing, outpatient, intensive outpatient, family-based substance abuse services, pregnant and parenting women and children, and offender re-entry services initiative.

#### 2. **Summary of Significant Accounting Policies:**

##### ***Comparative Financial Information***

The accompanying financial statements include certain prior-year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with Accounting Principles Generally Accepted in the United States of America (GAAP). Accordingly, such information should be read in conjunction with the audited financial statements for the year ended June 30, 2016, from which the summarized information was derived.

##### ***Cash and Cash Equivalents***

All cash and highly liquid financial instruments with original maturities of three months or less, and which are neither held for nor restricted by donors for long-term purposes, are considered to be cash and cash equivalents.

##### ***Receivables, Net***

Receivables, net consist primarily of noninterest-bearing amounts due for services and programs. The allowance for uncollectable receivables is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Receivables are written off when deemed uncollectable.

##### ***Property and Equipment***

Property and equipment is reported in the Statement of Financial Position at cost, if purchased, and at fair value at the date of donation, if donated. Property and equipment is capitalized if it has a cost of \$2,500 or more and a

useful life when acquired of more than one year. Repairs and maintenance that do not significantly increase the useful life of the asset are expensed as incurred. Depreciation is computed using the straight-line method over the estimated useful lives of the assets, as follows:

Land improvements	15 years
Building and improvements	30 years
Equipment	5 years
Furniture and fixtures	5 - 7 years
Software	3 years
Vehicles	5 years

Property and equipment is reviewed for impairment when a significant change in the asset's use or another indicator of possible impairment is present. No impairment losses were recognized in the financial statements in the current period.

### ***Net Assets***

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

*Unrestricted Net Assets* – Net assets available for use in general operations.

*Temporarily Restricted Net Assets* – Net assets subject to donor restrictions that may or will be met by expenditures or actions and/or the passage of time. Contributions are reported as temporarily restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the Statement of Activities as net assets released from restrictions.

*Permanently Restricted Net Assets* – Net assets whose use is limited by donor-imposed restrictions that neither expire by the passage of time nor can be fulfilled or otherwise removed.

The Organization has only unrestricted net assets.

### ***Revenue and Revenue Recognition***

Revenue is recognized when earned. Program service fees and payments under cost-reimbursable contracts received in advance are deferred to the applicable period in which the related services are performed or expenditures are incurred, respectively.

### ***Accounting for Contributions***

Contributions are recognized when received. All contributions are reported as increases in unrestricted net assets unless use of the contributed assets is specifically restricted by the donor. Amounts received that are restricted by the donor to use in future periods or for specific purposes are reported as increases in either temporarily restricted or permanently restricted net assets, consistent with the nature of the restriction. Unconditional promises with payments due in future years have an implied restriction to be used in the year the payment is due and, therefore, are reported as temporarily restricted until the payment is due unless the contribution is clearly intended to support activities of the current fiscal year or is received with permanent restrictions. Conditional promises, such as matching grants, are not recognized until they become unconditional, that is, until all conditions on which they depend are substantially met.

### ***Gifts-in-Kind Contributions***

The Organization periodically receives contributions in a form other than cash or investments. Contributed property and equipment is recognized as an asset at its estimated fair value at the date of gift, provided that the value of the asset and its estimated useful life meets the Organization's capitalization policy. Donated use of facilities is reported as contributions and as expenses at the estimated fair value of similar space for rent under similar conditions. If the use of the space is promised unconditionally for a period greater than one year, the contribution is reported as a contribution and an unconditional promise to give at the date of gift, and the expense is reported over the term of use. Donated supplies are recorded as contributions at the date of gift and as expenses when the donated items are placed into service or distributed.

The Organization benefits from personal services provided by a substantial number of volunteers. Those volunteers have donated significant amounts of time and services in the Organization's program operations and in its fund-raising campaigns. However, the majority of the contributed services do not meet the criteria for recognition in financial statements. Generally Accepted Accounting Principles allow recognition of contributed services only if (a) the services create or enhance nonfinancial assets or (b) the services would have been purchased if not provided by contribution, require specialized skills, and are provided by individuals possessing those skills.

### ***Grant Revenue***

Grant revenue is recognized when the qualifying costs are incurred for cost-reimbursement grants or contracts or when a unit of service is provided for performance grants. Grant revenue from federal agencies is subject to independent audit under the Office of Management and Budget's, *Uniform Grant Guidance*, and review by grantor agencies. The review could result in the dis-



allowance of expenditures under the terms of the grant or reductions of future grant funds. Based on prior experience, the Organization's management believes that costs ultimately disallowed, if any, would not materially affect the financial position of the Organization.

### ***Functional Allocation of Expenses***

The costs of program and supporting services activities have been summarized on a functional basis in the Statement of Activities. The Statement of Functional Expenses present that natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

### ***Income Taxes***

The Organization is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an Organization described in Section 501(c)(3). The Organization has also been classified as an entity that is not a private foundation within the meaning of Section 509(a) and qualifies for deductible contributions.

The Organization is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. If the Organization has net income that is derived from business activities that are unrelated to its exempt purpose, it would need to file an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

### ***Estimates***

The preparation of financial statements in conformity with Generally Accepted Accounting Principles requires estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates, and those differences could be material.

### ***Financial Instruments and Credit Risk***

Deposit concentration risk is managed by placing cash with financial institutions believed to be creditworthy. At times, amounts on deposit may exceed insured limits. To date, no losses have been experienced in any of these accounts. Credit risk associated with receivables is considered to be limited due to high historical collection rates.

## ***Fair Value Measurements and Disclosures***

Certain liabilities are reported at fair value in the financial statements. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. Inputs used to determine fair value refer broadly to the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset or liability based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability based on the best information available. A three-tier hierarchy categorizes the inputs as follows:

Level 1 – Quoted prices (unadjusted) in active markets for identical assets or liabilities that are accessible at the measurement date.

Level 2 – Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability, and market-corroborated inputs.

Level 3 – Unobservable inputs for the asset or liability. In these situations, inputs are developed using the best information available in the circumstances.

When available, the Organization measures fair value using Level 1 inputs because they generally provide the most reliable evidence of fair value. However, Level 1 inputs are not available for many of the assets and liabilities that the Organization is required to measure at fair value (for example, unconditional contributions receivable and in-kind contributions).

The primary uses of fair value measures in the Organization's financial statements are:

- Initial measurement of noncash gifts, including gifts of investment assets and unconditional contributions receivable.
- Recurring measurement of due to related organizations – Level 3.

- Recurring measurement of line of credit – Level 2.
- Recurring measurement of bonds and mortgages payable – Level 2.

The carrying amounts of cash, cash equivalents, and restricted cash, receivables, accounts payable, and accrued expenses and other liabilities approximate fair value due to the short-term nature of the items, and are considered to fall within Level 1 of the fair value hierarchy.

**3. Receivables, Net:**

Receivables at June 30, 2017 consist of the following:

	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
Grants	\$ 1,246,437	\$ -	\$ 1,246,437
Medicaid	84,220	(9,268)	74,952
Other	<u>23,507</u>	<u>(26,375)</u>	<u>(2,868)</u>
Total	<u>\$ 1,354,164</u>	<u>\$ (35,643)</u>	<u>\$ 1,318,521</u>

**4. Property, Equipment and Depreciation:**

A summary of the major components of property and equipment is presented below:

	<u>2017</u>	<u>2016</u>
Land	\$ 742,500	\$ 742,500
Construction in progress	143,865	-
Land improvements	1,743	1,743
Building	5,646,560	5,646,560
Building improvements	45,813	26,066
Computer equipment	21,854	11,524
Furniture and fixtures	38,711	39,628
Software	57,594	44,305
Vehicles	<u>55,838</u>	<u>42,797</u>
Subtotal	6,754,478	6,555,123
Less: accumulated depreciation	<u>(1,068,451)</u>	<u>(866,001)</u>
Total	<u>\$ 5,686,027</u>	<u>\$ 5,689,122</u>

Depreciation expense for the years ended June 30, 2017 and 2016 totaled \$217,248 and \$203,431, respectively.

**5. Restricted Cash:**

Restricted cash consists of funds required to be used for the replacement of property, with prior approval by the New Hampshire Housing Finance Authority.

**6. Accrued Expenses and Other Liabilities:**

Accrued expenses and other liabilities consist of the following:

	<u>2017</u>	<u>2016</u>
Accrued payroll and related liabilities	\$ 219,476	\$ 155,716
Accrued interest	6,374	5,175
HSA liability	<u>112</u>	<u>4,488</u>
Total	<u>\$ 225,962</u>	<u>\$ 165,379</u>

**7. Due to Related Organizations:**

Due to related organizations represents short-term liabilities due to related entities whereby common control is shared with the same Board of Directors. The related organizations and their balances at June 30, 2017 are as follows:

	<u>2017</u>	<u>2016</u>
Current:		
Harbor Homes, Inc.	\$ 380,115	\$ 88,464
Healthy at Home, Inc.	-	14,210
Milford Regional Counseling Services	-	406
Southern New Hampshire HIV/AIDS Task Force	<u>19,500</u>	<u>22,072</u>
Total	<u>\$ 399,615</u>	<u>\$ 125,152</u>

As discussed in Note 2, the valuation technique used for notes receivable is a Level 3 measure because there are no observable market transactions. Changes in the fair value of assets measured at fair value on a recurring basis using significant unobservable inputs are comprised of the following:

Beginning balance June 30, 2016	\$ 125,152
Advances	1,362,697
Reductions	<u>(1,088,234)</u>
Ending balance June 30, 2017	<u>\$ 399,615</u>

**8. Line of Credit:**

At June 30, 2017, the Organization had \$250,000 of credit dated April 27, 2017 available from Merrimack County Savings Bank due on demand, secured by all assets. The Organization is required, at a minimum, to make monthly interest payments to Merrimack County Savings Bank. As of June 30, 2017, the credit line had an outstanding balance of \$128,779 at an interest rate of 5.25%.

**9. Bonds and Mortgages Payable:**

Bonds and mortgages payable as of June 30, 2017 were as follows:

\$3,963,900 in New Hampshire Health and Education Facilities Authority bonds, dated September 15, 2014, due in monthly installments of \$19,635, including principal and interest at 4.00%, maturing in 2042, secured by real property owned and guaranteed by Harbor Homes, Inc.	\$ 3,740,421
\$200,000 loan from New Hampshire Health and Education Facilities Authority, dated March 6, 2017, due in monthly installments of \$3,419, including principal and interest at 1.00%, maturing in 2022, secured by real property, and guaranteed by Harbor Homes, Inc.	190,235
Less: debt issuance costs, net	<u>(72,076)</u>
Total	3,858,580
Less amount due within one year	<u>(123,992)</u>
Long term debt, net of current portion	<u>\$ 3,734,588</u>

The following is a summary of future payments on the previously mentioned long-term debt.

<u>Year</u>	<u>Amount</u>
2018	\$ 123,992
2019	130,860
2020	134,586
2021	139,226
2022	133,390
Thereafter	<u>3,268,602</u>
Total	<u>\$ 3,930,656</u>

Debt issuance costs, net of accumulated amortization, total \$72,076 as of June 30, 2017, and are related to the New Hampshire Health and Education Facilities Authority bonds described above. The debt issuance costs on the above bonds are being amortized over the life of the bonds. Amortization expense for fiscal year 2017 was \$2,855.

In 2017, the Organization adopted Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2015-03, *Interest – Imputation of Interest (Subtopic 835-30)*. The effect of this change in fiscal year 2017 was to reclassify debt issuance expenses in the amount of \$72,026 from other assets to a reduction in long-term debt. The financial statements for 2016 have been retroactively restated for the change, which resulted in a decrease to other assets and a corresponding decrease to long-term debt of \$72,026. There is no effect on net income for either year.

**10. Mortgages Payable, Deferred:**

The Organization received special financing as partial funding for a new building. These notes are interest free for thirty years with principal payments calculated annually at the discretion of the lender. Certain covenants apply related to eligibility and use of the mortgaged property. The balance of these notes at June 30, 2017 is as follows:

Federal Home Loan Bank of Boston - Affordable Housing Program	\$ 385,000
New Hampshire Housing Finance Authority	<u>1,500,000</u>
Total	<u>\$ 1,885,000</u>

**11. Net Assets Released from Restriction:**

There were no restricted net assets during the year ended June 30, 2017 and, as a result, no net assets were released from restrictions.

**12. Deferred Compensation Plan:**

In fiscal year 2017, the Organization discontinued its 403(b) plan and deferred compensation plan for certain employees and directors, and it implemented a 401(k) retirement plan. Upon meeting the eligibility criteria, employees can contribute a portion of their wages to the 401(k) plan. The Organization will contribute as a matching contribution an amount equal to 100% of employees' contributions that is not in excess of 6% of their contribution. Total matching contributions paid by the Organization for the year ended June 30, 2017 were \$50,561.

**13. Transactions with Related Parties:**

The Organization offers counseling services to the clients of related organizations. These services are provided whenever requested.

The Organization is a corporate guarantor for Harbor Homes, Inc., related to the mortgage on their Northeastern Boulevard property. The guaranty consists of one mortgage in the amount of \$1,125,000.

The Organization receives janitorial and maintenance services performed by clients of Harbor Homes, Inc., a related organization. The Organization also receives payroll services from the related organization, billed at actual cost.

The Organization rents space from Harbor Homes, Inc., a related organization. Rent expense for the year under this agreement was \$41,250.

The Organization is considered a commonly controlled organization with several related entities by way of its common board of directors. However, management feels that the principal prerequisites for preparing combined financial statements are not met and, therefore, more meaningful separate statements have been prepared.

**14. Concentration of Risk:**

A material part of the Organization's revenue is dependent upon support from the State of New Hampshire and Medicaid, the loss of which would have a materially adverse effect on the Organization. During the year ended June 30, 2017, the State of New Hampshire accounted for 63% and Medicaid account for 25% of total revenues.

**15. Supplemental Disclosure of Cash Flow Information:**

In fiscal year 2017, the Organization early adopted Accounting Standard Update (ASU) No. 2016-18, *State of Cash Flows (Topic 203): Restricted Cash*. The amendments in this update require that a Statement of Cash Flows explain the change during the fiscal year of restricted cash as part of the total cash and cash equivalents.

The following table provides a reconciliation of cash and cash equivalents, and restricted cash reported in the State of Financial Position to the same such amounts reported in the Statement of Cash Flows.

	<u>2017</u>	<u>2016</u>
Cash and Cash Equivalents	\$ 252,981	\$ 42,392
Restricted Cash	<u>38,482</u>	<u>26,473</u>
Total Cash, Cash Equivalents, and Restricted Cash shown in the Statement of Cash Flows	<u>\$ 291,463</u>	<u>\$ 68,865</u>

**16. Subsequent Events:**

In accordance with the provisions set forth by FASB ASC, Subsequent Events, events and transactions from July 1, 2017 through January 10, 2018, the date the financial statements were available to be issued, have been evaluated by management for disclosure. Management has determined that there were no material events that would require disclosure in the Organization's financial statements through this date.

**17. Change in Net Assets:**

During fiscal year 2017, the Organization received \$400,000 in grant funding for infrastructure. This one-time grant contributed to the change in net assets (approximately \$148,000) for fiscal year 2017.



GREATER MINNAPOLIS COUNCIL ON ALCOHOLISM  
 Schedule of Program Services Expenses  
 For the Year Ended June 30, 2017

	20 Day Residential SHELTER	60 Day Residential SHELTER	Cases Call Center	Cyber Day Family Center COUNSEL	Fraternity Hours	Midnight County DOCS	MTO Transitional LIFE	Intervention EIP	Intervention SIC	Intervention GATE	Intensive Outpatient	Open Docks	Substance Abuse	Project Hours	Recovery Assess	New Refills	Total Fees	General and Administrative	Expenditures	Total Expenses
Advertising fees																				
Accounting fees	3,677	2,462		24,622			271			126		101,841	119	5,268			136,044	303		136,347
Client services	88	1,491		1,491			8					4,648					7,248	297		7,545
Client Workshops	24,294	24,294			173,796		98			18,510	169			20,160		2,170	122,775	2,727		125,502
Contract services	8,142	1,872		6,270			3,277										12,149	2,727		14,876
Direct materials	20,453	20,453		40,906			4,799			15,090		1,528	1,776	1,691			294,680	84,170		378,850
Food	17,181	17,181		34,362			3,378			5,426							98,522	4		98,526
Fuel	2,094	2,094		4,188			8										13,824	70,362		84,186
Insurance	4,274	4,274		8,548			48										18,824	1,038		19,862
Information technology	4,114	4,114		8,228			48										14,424	1,038		15,462
Legal fees	211	187		398			3,272				75						3,248	1,820		5,068
Liability	721	11		2,114			26										2,140	1,820		3,960
Miscellaneous	6,680	3,275		13,355			135			21,620	69	4,442	293				32,653	1,034		33,687
Office supplies	18,927	12,158		31,085			1,281			1,828	89	1,210	1,205	375			33,228	2,382		35,610
Printing and reproduction	1,175	53		1,228			181				89						68,051	4,128		72,179
Professional fees	11,123	11,123		22,246			788			8,443		6,502	14,776	4,976			192,248	8,128		200,376
Rent																	18,276	1,771		19,047
Salaries and wages	434,072	346,882		780,954			1,629			82,790	10,653	6,324	14,243				1,485,863	701		1,486,564
Supplies	1,788	1,788		3,576			26			116,713		83,080	184,098				2,513,270	349,548		2,862,818
Tel. expenses	1,504	78		1,582			325			29,487		83,162	83,162				1,920	72		2,092
Travel expenses	1,604	890		2,494			72			28,282	718	1,024					32,026	672		32,698
Utilities	2,889	1,412		4,301			130			578		1,188	1,024	323			13,465	1,989		15,454
Vehicle expenses	19,672	12,042		31,714			1,362					238		429			14,019	4,341		18,360
Other	2,024	2,321		4,345			7					158					78,889	2,868		81,757
<b>Total program services expenses</b>	<b>\$ 774,889</b>	<b>\$ 538,246</b>	<b>\$ 329,495</b>	<b>\$ 871,895</b>	<b>\$ 178,790</b>	<b>\$ 27,038</b>	<b>\$ 17,295</b>	<b>\$ 270,362</b>	<b>\$ 24,567</b>	<b>\$ 304,613</b>	<b>\$ 133,618</b>	<b>\$ 271,278</b>	<b>\$ 254,041</b>	<b>\$ 98,678</b>	<b>\$ 15,165</b>	<b>\$ 151,446</b>	<b>\$ 4,787,812</b>	<b>\$ 633,487</b>	<b>\$ 12,042</b>	<b>\$ 5,533,341</b>

See Independent Auditor's Report

GREATER NASHUA COUNCIL ON ALCOHOLISM  
 Schedule of Program Service Expenses  
 For the Year Ended June 30, 2016

	24 Day Revolving FUND	60 Day Revolving FUND	Case Call Center	Cyber Day Program SUPPORT	Drug Court - Program SUPPORT	Federal Fines	HIV Testing SUPPORT	Immigration - EIP	Immigration - GP	Immigration - Rental	Immune Donation	Disrupt	Project Costs	Rapid Response	Recovery SUPPORT	Job TRAINING	General and Administrative	Expenses	Total Expenses
Advertising	\$ 268	\$ 419	\$ 1,695	\$ 664	\$ 720	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,885	\$ 49	\$ 3,142
Accounting fees	2,204	3,140	-	2,802	206	-	31	-	-	-	102	343	3,659	-	-	-	35,266	11,176	50,775
Client services	30	30	-	30	-	-	-	-	-	-	-	-	-	-	-	-	1,806	-	2,036
Client transportation	327	337	-	797	-	-	-	-	-	-	-	-	-	-	-	-	1,691	-	2,325
Contract administration	302	199	4	416	10,100	-	-	-	-	-	-	-	-	-	-	-	18,176	3,335	23,320
Contract labor	87,827	18,779	4,087	56,382	5,323	-	-	-	-	-	318	7,225	-	-	-	-	107,685	43,748	151,433
Depreciation	56,289	9,774	-	50,389	-	173	962	7,028	864	-	12,537	26,826	2,300	107	305	-	98,495	8,738	107,233
Employee benefits	75,024	7,774	4	11,820	7	-	20	-	-	-	8	4	-	-	-	-	2,277	100	2,360
Food	183	185	7	381	-	-	-	-	-	741	-	-	-	-	-	-	1,492	10,204	11,729
Food and non-food material	6,529	2,178	18	9,382	-	-	6	-	-	-	85	-	-	-	-	-	13,362	891	14,253
Insurance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,594	-	1,594
Interest	-	-	-	-	5,976	-	-	-	-	-	-	-	-	-	-	-	6,271	-	6,271
Legal fees	3	311	-	808	-	-	279	-	-	-	-	-	-	-	-	-	1,343	310	1,653
Membership dues	426	464	2	2,143	388	-	-	-	-	-	31	862	-	-	-	-	4,059	3,267	7,326
Motor vehicle	94,037	15,298	342	77,404	388	631	-	-	-	-	1,903	409	-	-	-	-	151,280	7,444	158,724
Multiple interest	4,283	1,428	230	3,461	-	-	-	-	-	-	1,383	-	-	-	-	-	22,214	602	23,100
Office supplies	29,543	9,658	38	42,883	678	30	-	-	-	-	1,328	725	-	-	-	-	42,364	3,304	45,668
Printing and mailing	10,421	1,177	191	7,948	7,948	-	-	-	-	-	13,644	6,811	-	-	-	-	112,298	28,653	140,951
Construction supplies	20,421	9,866	4,072	28,377	7,948	134	-	-	-	-	9,828	13,644	6,811	668	289	-	1,448	151	2,000
Postage	367	272	-	642	18	-	-	-	-	-	9	49	-	-	-	-	1,448	151	1,599
Professional fees	-	-	-	-	18,400	-	-	-	-	-	10,640	10,640	-	-	-	-	63,377	1,744	65,121
Rent	117,294	11,294	47,281	379,294	62,286	1,637	3,329	28,220	9,971	-	122,121	18,947	89,346	32,887	3,428	-	1,427,377	221,122	1,648,500
Schedule AIT charges	11	11	-	11	11	-	-	-	-	-	-	-	-	-	-	-	11,198	-	11,199
Staff development	111	133	-	332	50	-	-	83	-	1,614	-	-	-	-	-	-	709	862	1,571
Staff travel	480	684	3	1,144	1,612	-	-	-	-	-	828	609	300	1,100	-	-	7,228	486	7,793
Telephone	1,482	596	160	2,901	1,538	-	16	135	-	-	5	5	48	-	-	-	6,370	239	6,609
Utilities	19,991	88	-	32,803	614	-	148	-	-	-	214	214	-	-	-	-	6,832	2,872	9,704
Vehicle expenses	3,237	-	-	3,237	-	-	-	-	-	-	39	-	-	-	94	-	17,837	51	17,931
<b>Total Program Service Expenses</b>	<b>\$ 829,877</b>	<b>\$ 241,103</b>	<b>\$ 86,821</b>	<b>\$ 854,122</b>	<b>\$ 152,238</b>	<b>\$ 2,144</b>	<b>\$ 5,850</b>	<b>\$ 49,620</b>	<b>\$ 10,620</b>	<b>\$ 2,396</b>	<b>\$ 140,543</b>	<b>\$ 249,642</b>	<b>\$ 101,184</b>	<b>\$ 41,779</b>	<b>\$ 4,080</b>	<b>\$ -</b>	<b>\$ 2,602,704</b>	<b>\$ 285,721</b>	<b>\$ 2,888,425</b>

See Independent Auditor's Report.

**HARBOR HOMES, INC. AND AFFILIATES BOARD OF DIRECTORS**

(Harbor Homes, Inc., HH Ownership, Inc., Welcoming Light, Inc., Healthy At Home, Inc., Milford Regional Counseling Services, Inc., Greater Nashua Council on Alcoholism, Inc., Southern NH HIV Task Force)

David Aponovich - (6-13)

[REDACTED]

**Asst. Treasurer**

- (Finance Committee)
- (Facilities Committee)
- (Executive Committee)

[REDACTED]

Thomas I. Arnold, III - (6-21)

[REDACTED]

Jared Freilich - (6-20)

[REDACTED]

**Treasurer**

- (Chair, Finance Committee)

[REDACTED]

Laurie Goguen - (6-20)

[REDACTED]

**Asst. Secretary**

- (HCC Oversight Committee)

[REDACTED]

Jack Balcom - (6-18)

[REDACTED]

- (Facilities Committee)

[REDACTED]

Nathan Goodwin - (6-19)

[REDACTED]

- (Governance Committee)
- (RDP Committee)

[REDACTED]

Vijay Bhatt - (6-21)

[REDACTED]

Joel Jaffe - (6-20)

[REDACTED]

**Secretary**

- (Executive Committee)

[REDACTED]

Vincent Chamberlain - (6/18)

[REDACTED]

- (Executive Committee)

[REDACTED]

Lynn King - (6-18)

[REDACTED]

- (Chair, RDP Committee)
- (Executive Committee)

[REDACTED]

Dr. Vijay Dav'e - (6/18)

[REDACTED]

- (HCC Oversight Committee)

[REDACTED]

Ed McDonough - (6-18)

[REDACTED]

- (Governance Committee)

[REDACTED]

Laurie Des Rochers - (6-18)

[REDACTED]

- (Facilities Committee)
- (Governance Committee)

[REDACTED]

Naomi Moody - (6-17)

[REDACTED]

- (Ade Moody Annual Fundraising Campaign)

[REDACTED]

Phil Duhaime - (6-20)

[REDACTED]

- (Chair, Governance Committee)
- (Executive Committee)

[REDACTED]

Rick Plante - (6-18)

[REDACTED]

- (Chair, Facilities Committee)
- (RDP Committee)

[REDACTED]

**HARBOR HOMES, INC. AND AFFILIATES BOARD OF DIRECTORS**

(Harbor Homes, Inc., HH Ownership, Inc., Welcoming Light, Inc., Healthy At Home, Inc., Milford Regional Counseling Services, Inc., Greater Nashua Council on Alcoholism, Inc., Southern NH HIV Task Force)

Dan Sallet - [REDACTED]

**Chair of the Board**  
- (Finance Committee)

[REDACTED]

[REDACTED]

Trent Smith - [REDACTED]

**Vice Chair**  
- (Chair Executive Committee)  
- (Chair, HCC Oversight Committee)  
- (RDP Committee)

[REDACTED]

[REDACTED]

# MARY BETH LAVALLEY, M.A.

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## PROFESSIONAL EXPERIENCE

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### **KEYSTONE HALL/GREATER NASHUA COUNCIL ON ALCOHOLISM**

9/16 - present

**Acting Vice President, 9/29/2017**

**Compliance/Quality Assurance Director**

- ♦ Assume all duties of the Vice President that includes developing new and expanding existing services/programs by networking with other agencies. Also fosters relationships in the community, monitors and prepare budgets, supervises and evaluates directors, approves expenses, and other related duties. Responsible for the overall operations of the programs, facilities and staffing.
- ♦ Monitor all grant funded programs to ensure compliance including tracking and reporting data as specified by the funder.
- ♦ Ensure compliance with federal and state laws related to substance abuse treatment programs.
- ♦ Prepare data and narrative reports and analyze program metrics to determine ways to improve processes and procedures.
- ♦ Facilitate Clinical Billing team meetings.
- ♦ Oversee the CARF reaccreditation process including preparing plans, updating policies and procedures and ensuring that all programs meet CARF and state licensure requirements.
- ♦ Represent the agency on the Nashua/Integrated Delivery Network's full committee meetings.
- ♦ Develop policies and procedures to maximize billing.
- ♦ Develop and implement plans and protocols for new programs.

### **EASTER SEALS NH/FARNUM CENTER**

**Vice President, Substance Abuse Services**

7/15 – 9/16

- ♦ Plan, develop and direct the implementation and on-going evaluation of inpatient and outpatient programs.
- ♦ Assist with reports on administrative, financial, professional and programmatic information and statistics.
- ♦ Develop policies and procedures for substance abuse programs.
- ♦ Conduct on-site reviews of all substance abuse programs. Ensure compliance with state and federal regulations as well as with CARF (Commission on the Accreditation of Rehabilitation Facilities).
- ♦ Establish and maintain positive effective relationships with public and private agencies in NH.
- ♦ Represent Easter Seals NH on the Region 4 Integrated Delivery Network (1115 Medicaid Waiver).
- ♦ Prepare a monthly dashboard for the Board of Directors.
- ♦ Provide consultation and facilitation for teams involved in strategic initiatives and priority projects.
- ♦ Assist with the implementation and oversight of budgets.
- ♦ Oversee the recruiting, hiring, training and performance of staff including consultants.

Exemplary Accomplishments:

- ♦ Secured a \$1.67 million infrastructure grant to expand substance abuse treatment services.
- ♦ Ensured agency programs and facilities were prepared for the CARF re-accreditation survey. Facilities awarded a 3-year accreditation.

### **THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, Manchester, NH**

12/03 – 7/15

**Director of Strategic Planning, 12/03-9/23/05**

**Vice President, Strategic Planning and Business Development; as of 9/25/06**

- ♦ Researched and analyzed potential new business opportunities.
- ♦ Maintained the agency's dashboard, closely monitored the metrics and developed plans for improvement.
- ♦ Developed strategic plans for new business development that included marketing plans and financial projections.
- ♦ Oversaw education, consultation, research and behavioral health staffing contracts.

# MARY BETH LAVALLEY, M.A.

2

- ♦ Supervised and provided direction, leadership and technical assistance to Strategic Planning Department staff.
- ♦ Attended Strategic Planning meetings of the Board of Directors, and provided monthly updates.
- ♦ Developed long-range plans for programs and services and evaluated their effectiveness.
- ♦ Served on the Executive Committee of the Manchester Sustainable Access Project (MSAP), a planning initiative of Healthy Manchester Leadership Council as well as on MSAP's Oral Health, Westside Neighborhood Health Center and Behavioral Health Integration Subcommittees. Served as Chairperson for the Oral Health and Behavioral Health Integration subcommittees.
- ♦ Represented the agency at community meetings and served on a number of collaborative.
- ♦ Oversaw the Mental Health First Aid Program including marketing in the community and maintaining data.
- ♦ Served as the chairperson for the agency's Marketing/Public Relations Committee four years.

## Exemplary Accomplishments:

- ♦ Led the Oral Health Committee in efforts to select, purchase and implement an Electronic Dental Record for the three partnering agencies: Catholic Medical Center's Poisson Dental Clinic; Easter Seals' Dental Clinic; and the Manchester Health Department's school-based oral health program. Services expanded from serving kindergarten children to children at all of the Title IX schools in Manchester and establishing a dental clinic at Dartmouth-Hitchcock Manchester.
- ♦ Negotiated and secured behavioral health integration contracts with several area health care organizations expanding the availability of behavioral health services into community settings. Some of the agencies included Dartmouth-Hitchcock Manchester, Manchester Community Health Center/Child Health Services, and Easter Seals NH.
- ♦ Built an integrated Naturopathic Practice that increased from 4 hours a week to business requiring a Naturopathic Doctor 4 to 5 days a week. Secured a grant from the Ittleson Foundation to assist with marketing the program and documenting how to integrate naturopathic medicine in a behavioral health setting.
- ♦ Served on a statewide committee to develop a model for community mental health centers to serve as health homes.
- ♦ Established a satellite mental health clinic at Derry Medical Center.

## **PRIVATE CONSULTANT**

summer / fall 2001; summer 2003

Assisted community coalitions to develop strategic plans and to secure grant funds. Prepared grant proposals and provided technical assistance regarding prevention programming.

## **LORETTO, Syracuse, NY**

10/01 – 08/03

### **Director of Grant and Research Development**

- ♦ Researched local, state and national funding sources to meet program and facility needs.
- ♦ Conducted needs assessments to identify resource needs and developed strategic plans for new programming.
- ♦ Prepared narrative and financial reports based on statistical information and other project information.
- ♦ Supervised the grant writer and administrative assistant.
- ♦ Prepared narrative and financial reports for funders and monitored programs and expenses for compliance.

### Exemplary Accomplishments:

- ♦ Secured over \$3.0 Million in funds to enhance training programs, renovate facilities to the needs of the frail elderly, and to establish enhanced programs for the frail elderly and their caregivers.
- ♦ Created and implemented protocols to monitor program progress and ensure grant objectives, financial spend down and reporting requirements were met.
- ♦ Established excellent reputation among state and federal agencies, securing opportunities for future funding.

## **SYRACUSE ONONDAGA DRUG & ALCOHOL ABUSE COMMISSION, Syracuse, NY**

11/99 – 08/01

# MARY BETH LAVALLEY, M.A.

3

## Executive Director

- ♦ Developed programs, action plans, policies and direction for the promotion and education of substance abuse prevention and treatment in the City of Syracuse and Onondaga County.
- ♦ Monitored and evaluated effectiveness of projects.
- ♦ Served as liaison to local coalitions and chaired committees.
- ♦ Developed and monitored budgets.
- ♦ Hired, supervised, trained and evaluated staff.

### Exemplary Accomplishments:

- ♦ Re-energized the Commission by securing members, establishing committees, developing a strategic plan, and securing federal grant funds to hire staff and expand programming.
- ♦ Secured approximately \$275,000 in funding.

## SCOTTSDALE UNIFIED SCHOOL DISTRICT, Scottsdale, AZ

11/97 – 06/99

### Prevention Specialist

Grant funded position through Title IV Safe and Drug Free Schools.

- ♦ Oversaw prevention programs at 29 schools.
- ♦ Monitored and distributed the district's prevention funds, responded to compliance issues, completed reports, and developed prevention plans.
- ♦ Managed expenditure of prevention funds, made recommendations on best practices, and evaluated results.
- ♦ Assisted in coordinating community responses to prevention by working with coalitions.

### Exemplary Accomplishments:

- ♦ Developed and implemented training and structure of peer mediation and mentor programs.
- ♦ Created and established application process used by schools to obtain funds.

## WILSON ELEMENTARY SCHOOL DISTRICT, Phoenix, AZ

12/96 – 10/97

### Prevention Education Coordinator

Temporary position funded through the City of Phoenix Community Impact Initiative Grant.

- ♦ Developed, implemented and evaluated prevention education programs for high at-risk population.
- ♦ Coordinated prevention/early intervention activities of internal and external staff.
- ♦ Served as member of Student Assistance Team and the Wilson Community Coalition.
- ♦ Editor of *The Wilson Ways*, a monthly school newsletter.

### Exemplary Accomplishments:

- ♦ Developed and established peer mediation and mentor programs.
- ♦ Established and maintained strong linkages with community organizations and businesses.

## RAPPAHANNOCK AREA COMMUNITY SERVICES BOARD, Fredericksburg, VA

11/88 – 10/96

### Director of Prevention/Public Information

- ♦ Developed, coordinated and evaluated research-based prevention programs.
- ♦ Created and maintained budgets and program statistics. Monitored progress and ensured funding source compliance.
- ♦ Served as Executive Director of Rappahannock Area Kids on the Block, Inc., a non-profit agency that educated youth on disabilities, differences and social concerns.
- ♦ Marketed Kids on the Block program, scheduled performances, and organized fund raising and promotional events.
- ♦ Promoted agency through organizing speakers' bureau, brochures, annual reports, quarterly newsletters, and special events.

### Exemplary Accomplishments:

# MARY BETH LAVALLEY, M.A.

4

- ◆ Expanded prevention department from one staff person to 14 through conducting a community needs assessment, developing a long-range plan and securing funds through grant writing.
- ◆ Developed and successfully implemented nine prevention programs dealing with substance abuse, drop out, violence, teen pregnancy, and child abuse and developmental disabilities.

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## EDUCATION

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**Texas Woman's University, Denton TX**  
M.A., School Health Education

**Franklin Pierce University, Concord, NH**  
B.S., Business Management

**University of Great Falls, Great Falls, MT**  
A.S., Computer Science

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## COMMUNITY/VOLUNTEER ACTIVITIES

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- ◆ Volunteer organizer for the Out of the Darkness Walks in Portsmouth for 11 years
- ◆ Organize an annual Pampered Chef fundraiser to benefit a local animal shelter/rescue organization
- ◆ Volunteer at church with fundraisers, teaching religious education, greeting, and hospitality and have served as a Eucharistic Minister

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## REFERENCES

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Kris McCracken, President/CEO, Manchester Community Health Center  
[REDACTED]

Jane Guilmette, Vice-President of Quality Improvement & Corporate Compliance, The Mental Health Center of Greater Manchester  
[REDACTED]

Marc Guillemette, Director of the Office of Catholic Identity, Catholic Medical Center  
[REDACTED]

Arlene Robbins, Retired Chief Financial Officer, The Mental Health Center of Greater Manchester  
[REDACTED]

Paul Mertzic, Executive Director Primary Care & Community Health Services, Catholic Medical Center  
[REDACTED]



**ALEXANDRA H. HAMEL, MA MLADC**



***Director of Residential Services***  
***Milieu Supervisor***

***2012-present***  
***2004-2012***

Keystone Hall, Nashua, NH

- Oversee the daily operations of residential milieu
- Supervision of residential staff
- Maintain oversight of admissions, (past scheduling coordinator)
- Maintain effective communication with hospitals and government agencies
- Case manager as needed.
- Prepare monthly reports, maintaining state compliance with federal, state  
And local regulations
- Screen, train and hire new staff
- Emergency On call

***Interim Mentoring Coordinator***  
***Intern***

***2002***  
***2001-2002***

Teen Resource Exchange, Derry NH

- Worked primarily with high school students with identified substance abuse problems, group work, prevention and outreach;
- Handled telephone screenings and initial assessments;
- Collaborated with Strengthening Families Program in community outreach

***Substitute Teacher***  
***Special Education Paraprofessional***  
Weare Middle School, Weare, NH

***1998-2003***  
***1999-2000***

- Substitute teacher and academic paraprofessional for grades 5-8.

***Special Education Secretary***  
***Special Education Aide***  
John Stark Regional High School, Weare, NH

***1984-1996***

- Maintained special education records in compliance with state standards.
- Assistant to Special Education Director
- Scheduled appointments, typed educational and psychological evaluations
- Provide academic support for students with identified learning disabilities

## **EDUCATION**

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- Antioch University**, Keene, NH 2008  
Masters of Arts: Counseling Psychology-concentration in addiction studies
- New Hampshire Technical Institute**, Concord, NH 2003  
*Associate of Science Addictions Counseling*
- St. Petersburg Junior College**, St. Petersburg, FL 1974  
*Associate of Arts: General Studies towards degree in Education*

## **Charlotte E. Trenholm, MSW, LICSW**

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### **Professional Experience**

#### **KEYSTONE HALL, GREATER NASHUA COUNCIL ON ALCOHOLISM**

**NASHUA, NH**

##### **Director of Intake Services**

**2015 – PRESENT**

Senior management position coordinating all aspects of the client intake process, establishing and maintaining positive relationships with client, referral sources, responding to client requests and concerns, and managing the insurance verification and authorization processes.

- Establishing and maintaining excellent relationships throughout the state and communities the Agency serves.
- Maintains comprehensive working knowledge of Agency contractual relationships and ensures that patients are admitted according to contract provisions.
- Coordinates all daily client referral and Intake operations.
- Assists with the implementation of improved work methods and procedures to ensure patients are admitted in accordance with policy.
- Ensures maximum third party reimbursement through participation in insurance verification and authorization processes.
- Provides feedback during strategic planning including identifying opportunities for additional or improved services to meet client needs.
- Maintains comprehensive working knowledge of community resources and assists referral sources in accessing community resources should services not be provided by Agency.
- Maintain compliance with all licensure, certification and other standards.
- Supervise staff working in the intake department. Perform staff job performance evaluations.
- Determine client eligibility for residential level of care based on ASAM criteria.
- Conduct client admission intakes, completing assessments and Ensures compliance with all state, federal, and referral/intake regulatory requirements for admission.

#### **THE MENTAL HEALTH CENTER OF GREATER MANCHESTER**

**MANCHESTER, NH**

##### **Clinical Case Manager, Family Intensive Treatment Team**

**2015**

Clinical Case Manager within the Child & Adolescent Services Department at the largest provider of behavioral health services in New Hampshire, The Mental Health Center of Greater Manchester. Providing intensive level of care counseling to a caseload of 20 -25 clients ranging in age from 5- 19 years old.

- Provided community and home-based clinical services to clients, conducting individual and family therapy sessions.
- Linkage to and consultation with community resources on the behalf of clients and their families.
- Worked collaboratively with families, school officials, NH Department of Health and Human Service workers and various community agency representatives as appropriate for coordination of care.
- Attendance and advocacy for children and families at school meetings and treatment team meetings with collaterals when clinically appropriate for the client and family.
- Responsible for on time completion of Medicaid approved individual service plans, care plans, and quarterly reports. Completed annual assessments, CAFAS and Medicaid / Private insurance eligibility reports.
- Attend weekly clinical supervision, weekly team meetings with department psychiatrist and monthly staff meetings.

#### **WEBSTER HOUSE**

**MANCHESTER, NH**

**Assistant Director / Treatment Coordinator****2011- 2015**

Assistant Director and Treatment Coordinator of a private, non-profit residential program for youth between 8 and 18 who are unable to live at home for various reasons. The program's focus is on development of physical, social, personal, and family growth.

- Responsible for overseeing all program, resident and staff needs, in the absence of the Executive Director to ensure compliance of state mandated regulations and program policies.
- Review referrals, interviewed potential residents and oversee the intake process of new residents upon acceptance into the program.
- Conducted psychosocial assessment for new residents, develop Medicaid approved treatment plans, facilitate treatment team meetings and complete discharge summaries and exit treatment plans for residents in accordance of state regulations.
- Provided individual and group therapy to adolescents with emotional and behavioral issues as well as facilitated family counseling sessions.
- Demonstrated an ability to interpret behavioral/emotional responses in order to resolve a crisis with a resident
- Maintained case files and compiled annual statistical data of residents
- Supervised 2 social workers and 4 to 5 child care workers daily, encouraged effective teamwork among them.
- Responsible for reviewing, editing and signing off on monthly progress reports and court reports of Social Workers to ensure excellence in communication and meeting of program and DHHS standards
- Co-facilitate bi-monthly staff meetings, attend monthly peer supervision and weekly clinical supervision
- Attended monthly peer supervision meetings with the DHHS Program Specialist and residential treatment coordinators throughout the state. Actively participated on the subcommittee organized by the Program Specialist to develop the current New Hampshire, Medicaid approved, regulations and guidelines for child and adolescent residential programs.

**CHILD AND FAMILY SERVICES INC.****MANCHESTER, NH****Clinical Supervisor, Integrated Home Based Program (IHB)****2010-2011**

Provide clinical supervision and administrative support to per diem IHB family therapists.

- Provide therapists with scheduled and emergency clinical consultation to counsel and teach, offer support, feedback and help workers obtain advanced clinical skills necessary to meet ethical and professional standards
- Responsible for reviewing, editing and signing off on assessments, care plans and monthly summaries of family therapist to ensure excellence in communication and meeting of agency and DHHS standards
- Responsible for verifying and approving per diem payroll sheets through review of collaborating documents and submitting forms to accounting for payment
- Assist in the orientation of new employees with regard to record compliance and paperwork

**Family Therapist, Integrated Home Based Program (IHB)****2004-2011**

Provide court ordered, team approach direct services to children and families within their home and the community following referral from the DJJS Juvenile Probation and Parole Officer or DCYF Child Protective Service Worker of the identified client.

- Conduct family bio-psychosocial intake assessments, treatment planning, family therapy sessions, case management and after care planning
- Work collaboratively with families, school officials, Juvenile Probation and Parole Officers and Child Protection Service Workers
- Attendance and advocacy for children and families at school meetings, court hearings and treatment team meetings with collaterals
- Responsible for on time completion of written assessments, care plans, monthly summaries, and court reports. Maintain organized, precisely documented case files
- Collaborate with caseworkers to coordinate service provision to families
- Attend weekly clinical supervision, regular staff meetings and monthly peer supervision
- Facilitated a weekly skills development group for adolescent girls

**ARBOUR COUNSELING SERVICES****LAWRENCE, MA****Per Diem Staff Therapist****2004-2005**

Outpatient clinician at a community mental health office, carrying a caseload of 5-8 clients ranging in age from 12 – 55 years old.

- Perform diagnostic evaluations of client functioning in conducting initial clinical assessments
- Formulate individual client treatment plans
- Provide individual, group, family, and other clinical and diagnostic interventions to clients with differing DSM-IV diagnoses

**Therapist - Advanced Clinical Internship**

**2003-2004**

Internship at an outpatient mental health office, carrying a caseload of 8-12 clients ranging in age from 12 – 55 years old.

- Perform diagnostic evaluations of client functioning in conducting initial clinical assessments
- Formulate individual client treatment plans
- Provide individual, group, family, and other clinical and diagnostic interventions to clients with differing DSM-IV diagnoses

**CENTER FOR EATING DISORDER MANAGEMENT**

**BEDFORD, NH**

**Group facilitator - Clinical Internship**

**2002-2003**

Internship at a multidisciplinary treatment center for individuals with Eating Disorders.

- Developed and facilitated a weekly Eating Disorder support group for inmates at the NH State Prison for Women
- Conducted new client bio-psychosocial intake assessments
- Co-facilitated a weekly community support group for people with Eating Disorders, their families & friends

**HAMPSTEAD HOSPITAL**

**HAMPSTEAD, NH**

**Mental Health Counselor**

**1999-2003**

Full time counselor on a 20 bed, secure psychiatric unit offering services to youth ranging in age from 6 years old to 14 years old.

- Milieu management
- Collaborated with a multidisciplinary team to provide case management and treatment planning for inpatient and partial day patient clients.
- Documented daily progress notes on patients
- Facilitated therapeutic groups emphasizing behavior modification, as well as violence prevention
- Assisted patients in enhancing their social skills and self esteem
- Educated and reinforced effective coping skills

**CHILD AND FAMILY LEARNING CENTER**

**JACKSONVILLE, NC**

**Case manager**

**1999**

Casework with children with physical and/or learning disabilities. Clients were primarily children with autism.

Responsibilities included providing services outlined in service agreement, attending staff meetings and training.

Submitted daily progress notes, maintained communication with clinical director and case manager.

- Utilized materials and activities to assist in achieving outcomes outlined in service plan
- Assisted clients and family in daily routine to enhance capabilities and development
- Engaged in role playing and redirection to improve social and verbal skills

**COURT APPOINTED SPECIAL ADVOCATES OF NH, INC.**

**MANCHESTER, NH**

**Guardian ad Litem**

**1995-1997**

Court appointed volunteer to serve as Guardian ad Litem for neglected and abused children in the State of New Hampshire. Responsibilities included client advocacy, case management, court documentation, and liaison between court and family.

- Developed trusting relationship with children to best determine their current needs
- Maintained accurate and thorough documentation for the court and state
- Established communication between court, family, attorneys, state, and CASA
- Participated in media activities to enhance public awareness and volunteerism

## **Education**

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### **UNIVERSITY OF NEW HAMPSHIRE**

**MANCHESTER, NH**

Masters in Social Work

Bachelor of Arts Degree in Psychology

### **NEW HAMPSHIRE TECHNICAL INSTITUTE**

**CONCORD, NH**

Associate of Science Degree in Accounting

Regularly participate in continuing education seminars focusing on issues effecting youth and the mental health community

## **Professional Associations**

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National Association of Social Workers - member since 2003

NH Disaster Behavioral Health Response Team (DBHRT) - team member since 2008

# Jaime Nicole Gormley

## Education

### Master of Arts in Social Work

2008 University of New Hampshire Manchester, NH

- 3.66 Cumulative GPA

### Bachelor of Arts in Psychology w/ minor in Elementary Education

2003 Western New England College Springfield, MA

- 3.65 Cumulative GPA, Deans List all semesters
- Psi Chi National Honor Society and Mortar Board National Honor Society

## Professional Licenses

Licensed Independent Clinical Social Worker – November 22, 2010

Master Licensed Alcohol and Drug Counselor – January 14, 2010

## Social Work Experience

### Director of Residential Services – Keystone Hall

Nashua, NH – October 2017- present

- Manages the total operation of Residential programs
- Supervise 30 Support Staff and 6 clinical staff members
- Provide supervision to all employees on a weekly basis
- Ensure appropriate maintenance of residential areas, adhering to building routines and health/safety standards.
- Provide written evaluation of staff according to agency policies and procedures.
- Develop and approve job descriptions for all parties within the residential division.
- Identifies recruitment needs and establishes position requirements per regulatory requirements
- Maintain compliance with all licensure, certification and other standards.
- Screen, train, and supervise existing and new staff to develop and build an effective organization

### Outpatient Coordinator- Keystone Hall

Nashua, NH – November 2016-October 2017

- Perform individual and co-occurring counseling to individuals
- Complete LADC evaluations and Adult Intake Assessments
- Provide clinical supervision to outpatient staff and LADC eligible staff
- Verify insurances and review billing to insurance companies and BDAS
- Oversee programmatic policies and procedures
- Comply with CARF requirements with chart audits and safety evacuations
- Oversee and complete SBIRT procedures for Safe Station clients
- Supervise grant funded Open Doors program and meet with clients individually for counseling
- Participate in forums to educate and advocate for Substance Use Disorder Funding

- **Conducted home visits on children in the states care to support foster families**
- **Supervised visits between in care children and biological parents**



**PETER J. KELLEHER, CCSW, LICSW**  
45 High Street  
Nashua, NH 03060

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**PROFESSIONAL EXPERIENCE**

- 2006-Present** President & CEO, Southern NH HIV Task Force
- 2002-Present** President & CEO, GNCA, Inc. Nashua, NH
- 1997-Present** President & CEO, Healthy At Home, Inc., Nashua, NH
- 1995-Present** President & CEO, Milford Regional Counseling Services, Inc., Milford, NH
- 1995-Present** President & CEO, Wakeuning Light, Inc., Nashua, NH
- 1982-Present** President & CEO, Harbor House, Inc., Nashua, NH  
Currently employed as chief executive officer for nonprofit corporation (and affiliates) providing residential, supported employment, and social club services for persons with long-term mental illness and/or homeless. Responsible for initiation, development, and oversight of 33 programs comprising a \$10,000,000 operating budget; proposal development resulting in more than \$3,000,000 in grants annually; oversight of 330 management and direct care professionals.
- 2003-2006** Consultant  
Providing consultation and technical assistance throughout the State to aid service and mental health organizations
- 1980 - 1982** Real Estate Broker, LeVaux Realty, Cambridge, MA  
Successful sales and property management specialist.
- 1979 - 1980** Clinical Coordinator, Task Oriented Communities, Waltham, MA  
Established and provided comprehensive rehabilitation services to approximately 70 mentally ill/mentally retarded clients. Hired, directly supervised, and trained a full-time staff of 20 residential coordinators. Developed community residences for the above clients in three Boston suburbs. Provided emergency consultation on a 24-hour basis to staff dealing with crisis management in six group homes and one sheltered workshop. Administrative responsibilities included some financial management, quality assurance, and other accountability to state authorities.
- 1978 - 1979** Faculty, Middlesex Community College, Bedford, MA  
Instructor for an introductory group psychotherapy course offered through the Social Work Department.
- 1977 - 1979** Senior Social Worker/Assistant Director, Massachusetts Tuberculosis Treatment Center II, a unit of Middlesex County Hospital, Waltham, MA  
Functioned as second in command and chief clinical supervisor for eight interdisciplinary team members, and implemented a six-month residential program for individuals afflicted with recurring tuberculosis and alcoholism. Provided group and individual therapy, relaxation training.
- 1976** Social Worker, Massachusetts Institute of Technology, Out-Patient Psychiatry, Cambridge, MA  
Employed in full-time summer position providing out patient counseling to individuals and groups of the MIT community.
- 1971 - 1976** Program Counselor/Supervisor, Massachusetts Institute of Technology, MIT/Wellesley College Upward Bound Program, Cambridge and Wellesley, MA  
Major responsibilities consisted of psycho-educational counseling of Upward Bound students, supervision of tutoring staff, teaching, conducting evaluative research for program policy development.

**EDUCATIONAL EXPERIENCE**

- 1975 - 1977 Simmons College School of Social Work, Boston, MA  
Cambridge-Somerville Community Mental Health Program, MSW
- 1971 - 1975 Clark University, Worcester, MA. Received Bachelor of Arts Degree in Psychology

**LICENSES AND CERTIFICATIONS**

- 1979 Licensed Real Estate Broker - Massachusetts
- 1989 Academy of Certified Social Workers - NASW
- 1990 Licensed Independent Clinical Social Worker - Massachusetts
- 1994 State of New Hampshire Certified Clinical Social Worker, MA LICSW

**PLACEMENTS**

- 1976 - 1977 Cambridge Hospital, In-Patient Psychiatry, Cambridge, MA  
Individual, group, and family counseling to hospitalized patients.
- 1975 - 1976 Massachusetts Institute of Technology, Social Services Department, Cambridge, MA  
Similar to above.

**FIELD SUPERVISION**

- 1983 - 1984 Antioch/New England Graduate School, Department of Professional Psychology, Keene, NH
- 1983 - 1984 Rivier College, Department of Psychology, Nashua, NH
- 1990 - 1991 Rivier College, Department of Psychology, Nashua, NH
- 1978 - 1979 Middlesex Community College, Social Work Associates Program, Bedford, MA

**AWARDS**

- Valedictorian Award received at high school graduation;
- National Institute of Mental Health Traineeship in Social Work
- University of New Hampshire Community Development 2003 Community Leader of the Year
- NAMI NH 2007 Annual Award for Systems Change
- Peter Medoff AIDS Housing Award 2007

**MEMBERSHIPS**

Former Chair, Governor's State Interagency Council on Homelessness/New Hampshire Policy Academy  
Former Chair, Greater Nashua Continuum of Care  
National Association of Social Workers  
Board Member, Greater Nashua Housing & Development Foundation, Inc.  
Former Member, Rotary Club, Nashua, NH

Patricia A. Robitaille, CPA

TEL:

## PROFILE

- 12 years experience in Public Accounting
- Management experience
- Diversified industry exposure
- Counselor and mentor
- Training experience
- Knowledge of multiple computer programs
- Excellent client rapport
- Tax preparation experience

## PROFESSIONAL EXPERIENCE

Jan. 2009-Present *Vice President of Finance* Hether Homes, Inc. and Affiliates

Jan. 2007 – Oct. 2008 *Audit Manager* Ernst Young LLP, Manchester, NH

- Managed audits of private corporations with revenues up to \$200 million
- Assisted as manager of audits for public corporations with revenues up to \$400 million
- Reviewed and assisted preparation of financial statements, 10Q quarterly filings and 10K annual filings
- Analyzed and reviewed internal control under Section 404 of the Sarbanes Oxley Act
- Prepared management comments in conjunction with material weakness or significant deficiencies

Jun. 1997 – Jan. 2007 *Audit Supervisor* Melancon Heath & Company, P.C., Nashua, NH

- Supervise/train various teams for commercial, not-for-profit, and municipal audits and agreed upon procedures
- Audit services include balance sheet reconciliation including inventory control
- Preparation and presentation of financial statements
- Preparation of management comment letters for internal quality improvement
- Assist clients with all aspects of accounting
- Preparation of budgets and cash forecasting
- Consulting services to clients including maximization of profits
- Extensive corporate tax preparation experience

1993 – 1997 *Accounting/Office Manager* Hammer Hardware Company, Nashua, NH

- Management of a five-person staff
- Oversee accounts receivable, accounts payable and general ledger reconciliation
- Responsible for inventory management, preparation for year-end audit and collaboration with external auditors
- Prepared monthly internal financial statements
- Responsible for payroll including quarterly and year-end reporting

## **EDUCATION**

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1988-1991 Rivier College, Nashua, NH - Bachelor of Science, Accounting

## **OTHER ACHIEVEMENTS**

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Licensed Certified Public Accountant in the State of New Hampshire  
Member of the New Hampshire Society of Certified Public Accountants  
Member of the American Institute of Certified Public Accountants

## **SOFTWARE EXPERIENCE**

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Excel, Word, Powerpoint, Pro-Fx Tax software, Pro-Fx Trial balance software, Quickbooks, Peachtree, T-Valua, various auditing software programs

## KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Greater Nashua Council on Alcoholism

Name of Program/Service: Substance Use Disorder Treatment and Recovery Support Services

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
Mary Brth LaValley-VP of Operations	\$125,000	0.00%	\$0.00
Alexandra Hamel-Director of Programs	\$70,000	0.00%	\$0.00
Charlotte Trenholm-Director of Intake Services	\$75,000	0.00%	\$0.00
Jaime Gormley-Director of Residential Services	\$75,000	0.00%	\$0.00
Peter Kelleher-President and CEO	\$193,032	0.00%	\$0.00
Patricia Robitaille-VP of Finance	\$150,000	0.00%	\$0.00
	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$0.00</b>

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.

Subject: Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST-05)

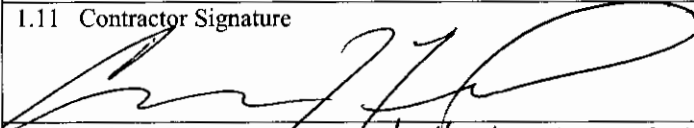

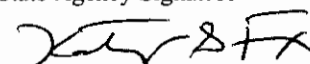
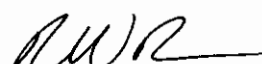
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Headrest		1.4 Contractor Address 14 Church Street Lebanon NH 03766	
1.5 Contractor Phone Number 603-448-4872 x102	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 \$147,999
1.9 Contracting Officer for State Agency E. Maria 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 CAMERON J. FAZIO, EXECUTIVE DIRECTOR	
1.13 Acknowledgement: State of <i>New Hampshire</i> , County of <i>Grafton</i> On <sup>24</sup> <i>th</i> of <i>June</i> , 2018, 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 ERIC C. HARBECK JR., Notary Public State of New Hampshire [Seal] My Commission Expires February 1, 2022 			
1.13.2 Name and Title of Notary or Justice of the Peace Eric Harbeck Jr, Notary Public			
1.14 State Agency Signature  Date: <i>6/7/18</i>		1.15 Name and Title of State Agency Signatory Katja 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: <i>6/8/18</i>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**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-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all 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, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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.

Contractor Initials CJF  
Date 6/4/18



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 supersedes 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.

### 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 recovery from alcohol and drug problems. At a minimum, the Contractor must:



Exhibit A

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- 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.
    - 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



Exhibit A

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. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. Low-Intensity Residential Treatment services provide residential substance use disorder treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.

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.

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.



Exhibit A

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- 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 2.3.1.4 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.
- 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



Exhibit A

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- 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:
      - 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;



Exhibit A

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- 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
- 2.5.12. 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.
- 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:



Exhibit A

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- 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
- 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.

CJF  
6/11/18  
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Exhibit A

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)
    - 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



Exhibit A

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- 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:
      - 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



Exhibit A

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- 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 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



Exhibit A

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 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



Exhibit A

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- 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.
- 2.8.6. 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>



Exhibit A

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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 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. 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)
      - 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. Asses 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



Exhibit A

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.

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.



Exhibit A

### 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 8.1.2).
  - 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;
  - 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.





Exhibit A

- 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.
- 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



Exhibit A

(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.
- 5.4. The Contractor agrees to the Information Security Requirements Exhibit K.



Exhibit A

## 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;
  - 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;



Exhibit A

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- 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
  - 7.1.2. Participation in site visits

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Exhibit A

- 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. 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 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.



Exhibit A

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- 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
    - 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.



Exhibit A

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- 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:
- 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



Exhibit A

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- 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 541-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:29; 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.





### 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: Addiction 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



### Exhibit A-1 Operational Requirements

- 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;



### Exhibit A-1 Operational Requirements

- 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



### Exhibit A-1 Operational Requirements

- 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.



### Exhibit A-1 Operational Requirements

- 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, epi-pens, 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.
16. Personal Rights.
  - 16.1. 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.
  - 16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:



### Exhibit A-1 Operational Requirements

- 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;
    - 19.1.6. 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;





### Exhibit A-1 Operational Requirements

- 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



### Exhibit A-1 Operational Requirements

- 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.



### Exhibit A-1 Operational Requirements

- 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.



### Exhibit A-1 Operational Requirements

- 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.



### Exhibit A-1 Operational Requirements

- 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.



### Exhibit A-1 Operational Requirements

- 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.



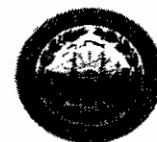


Exhibit B

**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



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

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- 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, except for:
- 5.7.1. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 (See Section 6 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, Section 5.7.1) 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. Charging the Client for Room and Board for Low-Intensity Residential Treatment
- 6.1. The Contractor may charge the client fees for room and board, in addition to:
- 6.1.1. The client's portion of the Contract Rate in Exhibit B-1 using the sliding fee scale



Exhibit B

6.1.2. The charges to the Department

6.2. 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:

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

6.3. The Contractor shall hold 50% of the amount charged to the client that will be returned to the client at the time of discharge.

6.4. The Contractor shall maintain records to account for the client's contribution to room and board.

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:

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



Exhibit B

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- 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.
      - 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.



Exhibit B

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 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



Exhibit B

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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.
Low-Intensity Residential for Adults only for clinical services and room and board	\$119.00	Per day





**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 procedures.
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. **Retroactive 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 amounts 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;



- 7.3. 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 \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO 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 EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, 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



- 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 affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope 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.



**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 GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



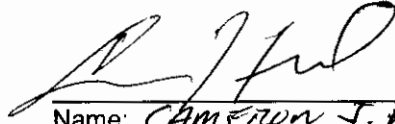
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Contractor Name: HEADREST INC.

6/4/18  
Date

  
Name: CAMERON J. FORD  
Title: EXECUTIVE DIRECTOR





**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
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV


The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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: HEADREST INC.

6/4/18  
Date

  
Name: CAMERON J. FORD  
Title: EXECUTIVE DIRECTOR



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

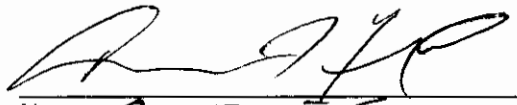
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: HEADREST INC.

6/4/18  
Date

  
Name: CAMERON J. FORD  
Title: EXECUTIVE DIRECTOR



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials CJT

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

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: HEADREST INC.

6/4/18  
Date


  
Name: CAMERON J. FORD  
Title: EXECUTIVE DIRECTOR

Exhibit G

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

Contractor Initials CJF

Date 6/4/18



**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: HEADVEST INC.

6/4/18  
Date

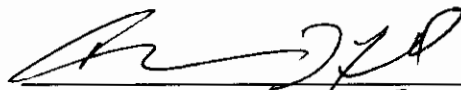
  
Name: CAMERON J. FORD  
Title: EXECUTIVE DIRECTOR



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

- i. "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 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



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 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



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 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

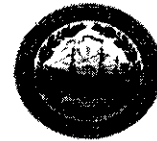


Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services  
The State

HEADIZEST INC  
Name of the Contractor

Katja S Fox  
Signature of Authorized Representative

[Signature]  
Signature of Authorized Representative

Katja S Fox  
Name of Authorized Representative

Cameron J. Ford  
Name of Authorized Representative

Director  
Title of Authorized Representative

EXECUTIVE DIRECTOR  
Title of Authorized Representative

6/7/18  
Date

6/9/18  
Date



**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.

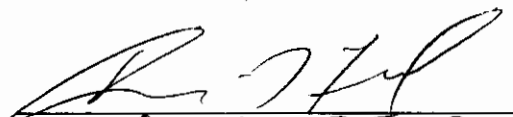
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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: HEADTEST INC

Date 6/4/18

  
Name: CAMERON J. FORD  
Title: EXECUTIVE DIRECTOR



**FORM A**

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 618016653
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO                       YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



DHHS Information Security Requirements

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A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



**DHHS Information Security Requirements**

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mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a





request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

## II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

#### A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

**B. Disposition**

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

**IV. PROCEDURES FOR SECURITY**

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from



DHHS Information Security Requirements

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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/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's 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.



- 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 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and



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

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

**VI. PERSONS TO CONTACT**

- A. DHHS 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

DHHSPrivacy.Officer@dhhs.nh.gov

# State of New Hampshire

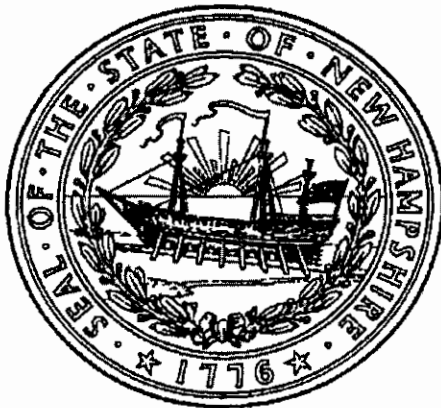
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HEADREST is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 27, 1972. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 61466

Certificate Number : 0004103904



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 1st day of June A.D. 2018.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



# CERTIFICATE OF VOTE

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

1. I am a duly elected Member of Headrest inc.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Members of  
the Agency duly held on June 4, 2018:  
(Date)

**RESOLVED:** That the Executive Director  
(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 4th day of June, 2018.  
(Date Contract Signed)

4. Cameron J. Ford is the duly elected Executive Director  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Andrew Daubenspeck  
(Signature of the Elected Officer)

STATE OF New Hampshire  
County of Grafton

The forgoing instrument was acknowledged before me this 4th day of June, 2018.

By J. ANDREW DAUBENSPECK  
(Name of Elected Officer of the Agency)

Eric Harbeck Jr.  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

**ERIC C. HARBECK JR., Notary Public**  
**State of New Hampshire**

Commission Expires: My Commission Expires February 1, 2022



HEADINC-01

PSMITH

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/19/2018

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

<b>PRODUCER</b> A. B. Gile, Inc. PO Box 65 Hanover, NH 03755	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (603) 643-4540		<b>FAX (A/C, No):</b> (603) 643-6382
	<b>E-MAIL ADDRESS:</b>		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : Philadelphia Insurance Co.			
INSURER B : Liberty Mutual Ins. Co.			
INSURER C :			
INSURER D :			
INSURER E :			
INSURER F :			

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Professional Liability</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			PHPK1685622	07/15/2017	07/15/2018	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	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1685627	07/15/2017	07/15/2018	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"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB593557	07/15/2017	07/15/2018	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WC5-315336377027	07/15/2017	07/15/2018	PER STATUTE   OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Workers Compensation Covered States- 3A Part One: NH. 3C Part Three: No coverage afforded for other states. Excluded Officers: Board of Directors.

### EVIDENCE OF INSURANCE

### CERTIFICATE HOLDER

State of New Hampshire  
DHHS  
129 Pleasant Street  
Concord, NH 03301

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**HEADREST INC. MISSION STATEMENT**

***“We are dedicated to assisting anyone currently dealing with a substance use disorder, experiencing a crisis, or needing support, by providing effective programs and treatment regardless of ability to pay”***

HEADREST, INC.  
AUDITED FINANCIAL STATEMENTS  
YEARS ENDED JUNE 30, 2017 AND 2016

## CONTENTS

	Page
INDEPENDENT AUDITORS' REPORTS FINANCIAL STATEMENTS .....	1 - 2
 FINANCIAL STATEMENTS:	
Statements of Financial Position .....	3 - 4
Statements of Activities .....	5
Statements of Cash Flows.....	6
Notes to Financial Statements .....	7 -10
 SCHEDULES:	
Statement of Functional Expenses .....	11



## INDEPENDENT AUDITORS' REPORT ON FINANCIAL STATEMENTS

To the Board of Directors  
Headrest, Inc.  
Lebanon, New Hampshire 03766

We have audited the accompanying financial statements of Headrest, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2017 and 2016, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

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

### **Auditor's Responsibility**

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

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

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

-1-

## **Opinion**

In our opinion, the financial statements referred to the above present fairly, in all material respects, the financial position of Headrest, Inc. as of June 30, 2017 and 2016, 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 audit was conducted for the purpose of forming an opinion on the financial statements taken as a whole. The schedule of functional expenses on page 11 is presented for purposes of additional analysis and is not a required part of the basic 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 financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the 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 basic financial statements taken as a whole.

Wheeler, Ring, Dolan & Dupuis, PC

*Wheeler, Ring, Dolan & Dupuis, P.C.*

Manchester, N. H. 03104  
December 26, 2017

HEADREST, INC.  
 STATEMENTS OF FINANCIAL POSITION  
 JUNE 30, 2017 AND 2016

Assets	<u>2017</u>	<u>2016</u>
<b>CURRENT ASSETS</b>		
Cash	\$ 54,696	\$ 48,484
Accounts Receivable	45,624	84,943
Prepaid Expenses	<u>5,456</u>	<u>3,829</u>
<b>Total Current Assets</b>	<b>\$ <u>105,776</u></b>	<b>\$ <u>137,256</u></b>
<b>Assets Limited as to Use</b>	<b>\$ 26,184</b>	<b>\$ 51,127</b>
<b>PROPERTY AND EQUIPMENT</b>		
Land	\$ 19,010	\$ 19,010
Building Improvements	229,467	229,467
Furniture, Fixtures and Equipment	<u>146,687</u>	<u>159,466</u>
	\$ 395,164	\$ 407,943
Less accumulated depreciation	<u>307,563</u>	<u>312,921</u>
<b>Total Property and Equipment</b>	<b>\$ <u>87,601</u></b>	<b>\$ <u>95,022</u></b>
<b>OTHER ASSETS, loan origination fee, net of     Amortization 2017 and 2016</b>	<u>754</u>	<u>881</u>
<b>TOTAL ASSETS</b>	<b>\$ <u>220,315</u></b>	<b>\$ <u>284,286</u></b>

See Independent Auditors' Report and Notes to Financial Statements



HEADREST, INC.  
STATEMENTS OF FINANCIAL POSITION  
(Continued)  
JUNE 30, 2017 AND 2016

	<u>2017</u>	<u>2016</u>
<b>LIABILITIES AND NET ASSETS</b>		
<b>CURRENT LIABILITIES</b>		
Accounts Payable	\$ 6,483	\$ 2,614
Notes payable and current portion of Long-Term Debt	8,189	9,047
Accrued payroll and related expenses	<u>33,156</u>	<u>22,694</u>
Total Current Liabilities	\$ 47,828	\$ 34,355
LONG-TERM DEBT, net of current portion	<u>55,149</u>	<u>63,162</u>
Total Liabilities	\$ <u>102,977</u>	\$ <u>97,517</u>
<b>NET ASSETS</b>		
Unrestricted net assets	\$ <u>117,338</u>	\$ <u>186,769</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$ <u>220,315</u></b>	<b>\$ <u>284,286</u></b>

See Independent Auditors' Report and Notes to Financial Statements

HEADREST, INC.  
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS  
YEARS ENDED JUNE 30, 2017 AND 2016

	<u>2017</u>	<u>2016</u>
<b>REVENUE AND SUPPORT</b>		
State contracts	\$ 283,344	\$ 278,599
Local government grants	100,684	105,232
Private foundations	35,000	25,799
United Way	10,602	21,448
Service fees	191,395	262,714
Contributions	126,707	109,206
Interest and dividend income	<u>84</u>	<u>109</u>
Total Revenue and Support	<u>\$ 747,816</u>	<u>\$ 803,107</u>
<b>EXPENSES</b>		
Program Services:		
Outpatient	\$ 468,991	\$ 454,553
CMRD	<u>192,731</u>	<u>193,539</u>
Total Program Services	<u>\$ 661,722</u>	<u>\$ 648,092</u>
Supporting Services:		
General and Administrative	\$ 138,586	\$ 126,453
Fundraising	<u>16,939</u>	<u>16,456</u>
Total Supporting Service	<u>\$ 155,525</u>	<u>\$ 142,909</u>
Total Expenses	<u>\$ 817,247</u>	<u>\$ 791,001</u>
Increase (Decrease) in Unrestricted Net Assets	( 69,431)	12,106
Unrestricted Net Assets, beginning of year	<u>186,769</u>	<u>174,663</u>
Unrestricted Net Assets, end of year	<u>\$ 117,338</u>	<u>\$ 186,769</u>

See Independent Auditors' Report and Notes to Financial Statements

HEADREST, INC.  
 STATEMENTS OF CASH FLOWS  
 YEARS ENDED JUNE 30, 2017 AND 2016

	<u>2017</u>	<u>2016</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Increase (decrease) in Net Assets	\$( 69,431)	\$ 12,106
Adjustments to reconcile excess of revenues and support over expenses to net cash provided by operating activities:		
Depreciation and amortization	8,959	9,089
Changes in Operating Assets and Liabilities:		
(Increase) Decrease in assets limited as to use	24,943	81,626
(Increase) Decrease in accounts receivable	39,319	( 40,181)
(Increase)Decrease in prepaid expenses	( 1,627)	( 3,829)
Increase (Decrease) in accrued expenses	<u>14,571</u>	<u>( 19,722)</u>
Net Cash Provided by Operating Activities	<u>\$ 16,734</u>	<u>\$ 39,089</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchase of capital assets	( 1,651)	( 13,728)
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Repayments of long-term notes payable	( <u>8,871</u> )	( <u>8,698</u> )
Net Increase (Decrease) in Cash	\$ 6,212	\$ 16,663
Cash at Beginning of Year, unrestricted	<u>48,484</u>	<u>31,821</u>
Cash at End of Year, unrestricted	<u>\$ 54,696</u>	<u>\$ 48,484</u>
<b>SUPPLEMENTAL SCHEDULE OF CASH FLOW INFORMATION</b>		
Cash paid during the years for interest	<u>\$ 3,107</u>	<u>\$ 3,170</u>

See Independent Auditors' Report and Notes To Financial Statements

HEADREST, INC.  
NOTES TO FINANCIAL STATEMENTS  
YEARS ENDED JUNE 30, 2017 AND 2016

NOTE 1 – NATURE OF ORGANIZATION

Headrest, Inc. (“Headrest”) is a New Hampshire nonprofit corporation that provides information and referral, crisis intervention and other related services through the use of a telephone hotline and office visitations. Headrest also provides counseling and emergency shelter to transients, and information to the community relating to drugs and alcohol.

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES

The summary of significant accounting policies of Headrest is presented to assist in understanding the Organization’s financial statements. The financial statements and notes are representations of Headrest’s management who is responsible for their integrity and objectivity. These accounting policies conform to U.S. generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

The financial statements of Headrest have been prepared on the accrual basis of accounting. The significant accounting policies followed are described below.

Financial statement presentation

Financial statement presentation follows the recommendations of the Financial Accounting Standards Board in its Statement of Financial Accounting Standards (SFAS) No. 117, “Financial Statements of Not-for-Profit Organizations”. Under SFAS No. 117, Headrest is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

Unrestricted net assets are comprised of operating revenues and expenses and contributions pledged which are not subject to any donor-imposed restrictions. Headrest, Inc. currently has \$117,338 and \$186,769 unrestricted net assets as of June 30, 2017 and 2016, respectively.

Temporary restricted net assets are comprised of contributions and gifts for which donor-imposed restrictions will be met either by the passage of time or the actions of the Organization. Headrest, Inc. currently has no temporarily restricted net assets as of June 30, 2017 and 2016, respectively.

HEADREST, INC.  
NOTES TO FINANCIAL STATEMENTS  
YEARS ENDED JUNE 30, 2017 AND 2016

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Permanently restricted net assets include those assets for which donor-imposed restrictions stipulate that the asset be permanently maintained by the Organization. Headrest, Inc. has no permanently restricted net assets as of June 30, 2017 and 2016.

Use of estimates – The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash equivalents – For purposes of the statement of cash flows, Headrest considers all short-term investments with an original maturity of three months or less to be cash equivalents. At June 30, 2017 and 2016 there were no cash equivalents.

Assets limited as to use

Assets Limited as to Use represent board-designated assets for capital expenditures and reserves amounting to \$26,184 and \$51,127 at June 30, 2017 and 2016. Assets limited to use consist of cash and cash equivalents however these amounts have not been included in cash and cash equivalents for cash flow purposes.

Allowance for doubtful accounts – Headrest considers accounts receivable to be fully collectible, accordingly, no allowance for doubtful accounts is required.

Depreciation and fixed assets – Property and equipment are stated at cost if purchased and at fair market value on the date of the donations if donated. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted or temporarily restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, Headrest reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. Headrest reclassifies temporarily restricted net assets to unrestricted net assets at that time. Depreciation is computed using straight-line and accelerated methods based on the estimated useful life of each asset. Estimated useful lives used for building and improvements are ten to thirty- nine years and for furniture and fixtures three to seven years.

Public support and revenue – All contributions are considered to be available or unrestricted use unless specifically restricted by the donor.

HEADREST, INC.  
 NOTES TO FINANCIAL STATEMENTS  
 YEARS ENDED JUNE 30, 2017 AND 2016

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income taxes – The Organization is a not-for-profit organization that is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code and classified by the Internal Revenue Service as other than a private foundation.

The Organization adopted the recognition requirements for uncertain income tax positions as required by generally accepted accounting principles, with no cumulative effect adjustment required. Income tax benefits are recognized for income tax positions taken or expected to be taken in a tax return, only when it is determined that the income tax position will more –likely-than-not be sustained upon examination by taxing authorities. The Organization has analyzed tax positions taken for filing with the Internal Revenue Service and the state jurisdiction where it operates. The Organization believes that income tax filing positions will be sustained upon examination and does not anticipate any adjustments that would result in a material adverse effect on the Organization’s financial condition, results of operations or cash flows. Accordingly, the Organization has not recorded any reserves, or related accruals for interest and penalties for uncertain income tax positions at June 30, 2017.

Donated services and materials - Donated supplies and equipment are reflected as contributions in the accompanying financial statements at their estimated fair market values.

Functional expenses – Functional and administrative expenses have been allocated among program services based on an analysis of personnel time and space utilized for the activities.

NOTE 3 – LINE OF CREDIT

The Organization has a \$50,000 line of credit with a local bank through January 30, 2018, collateralized by all assets, with interest at Wall Street Journal prime. There was no outstanding balance at June 30, 2017 or 2016.

NOTE 4 – NOTES PAYABLE AND LONG-TERM DEBT

Notes payable and long-term debt consisted of the following as of:	June <u>2017</u>	June <u>2016</u>
Mortgage note payable with bank with interest at 4% dated July 31, 2003 and due July 15, 2023 with monthly installments of principal and interest of \$982, secured by all assets of the organization.	\$ 63,338	\$ 72,209
Less current maturities	<u>8,189</u>	<u>9,047</u>
Long-term debt, less current maturity	<u>\$ 55,149</u>	<u>\$ 63,162</u>

HEADREST, INC.  
NOTES TO FINANCIAL STATEMENTS  
YEARS ENDED JUNE 30, 2017 AND 2016

NOTE 4 – NOTES PAYABLE AND LONG-TERM DEBT (CONTINUED)

Scheduled principal repayments on long-term debt for the next five years and thereafter follows:

Year Ending <u>June 30</u>	
2018	\$ 8,189
2019	9,439
2020	9,996
2021	10,586
2022	11,211
Thereafter	<u>13,917</u>
Total	<u>\$ 63,338</u>

NOTE 5 – COMPENSATED ABSENCES

Employees of Headrest are entitled to paid personal days depending on length of service and other factors. The accrued expense for compensated absences for the fiscal years ended June 30, 2017 and 2016 were \$23,091 and \$17,856 respectively. No more than 240, 180 and 120 hours for full time, ¾ time and ½ time employees, respectively, of personal leave may be carried over from the previous year's employment calculated on a calendar year basis.

NOTE 6 – MAJOR GRANTORS

A Substantial portion of Headrest's revenue comes from the Department of Health and Human Services of the State of New Hampshire. For the years ended June 30, 2017 and 2016 revenue from the contract was approximately 30% and 27%, respectively of total revenue.

NOTE 7 – EVALUATION OF SUBSEQUENT EVENTS

The Organization has evaluated subsequent events through December 26, 2017, the date which the financial statements were available to be issued.

HEADREST, INC.

STATEMENT OF FUNCTIONAL EXPENSES

FOR THE YEAR ENDED JUNE 30, 2017

WITH COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2016

	Program Services			Supporting Services			Combined Total 2017	Combined Total 2016
	Outpatient	CMRD	Total Program Services	General & Administrative	Fund Raising	Total Support Services		
Personnel	\$360,971	\$118,487	\$479,458	\$41,801	\$13,446	55,247	\$534,705	\$490,647
Fringe benefits	32,196	10,569	42,765	3,728	1,200	4,928	47,693	71,828
Payroll taxes	27,293	8,959	36,252	3,161	1,015	4,176	40,428	39,320
Billing Services	-	-	-	30,855	-	30,855	30,855	13,310
Professional fees	-	-	-	25,850	-	25,850	25,850	23,685
Insurance	16,491	5,414	21,905	1,909	613	2,522	24,427	24,315
Occupancy	6,358	10,665	17,023	3,487	-	3,487	20,510	21,858
Consultants	8,899	2,748	11,647	6,565	-	6,565	18,212	-
Repairs and maintenance	5,551	9,312	14,863	3,043	-	3,043	17,906	21,270
Food	-	13,286	13,286	-	-	-	13,286	13,464
Depreciation	2,778	4,658	7,436	1,523	-	1,523	8,959	9,089
Supplies	3,003	2,235	5,238	3,679	-	3,679	8,917	22,838
Communications	919	2,235	3,154	2,113	-	2,113	5,267	10,156
Travel	2,703	203	2,906	1,866	-	1,866	4,772	9,508
Marketing	-	-	-	3,839	-	3,839	3,839	6,195
Interest	951	1,631	2,582	524	-	524	3,106	3,170
Professional development	878	217	1,095	1,530	-	1,530	2,625	2,188
Laundry	-	2,112	2,112	-	-	-	2,112	2,111
Membership dues and fees	-	-	-	2,003	-	2,003	2,003	2,738
Printing and reproduction	-	-	-	1,110	665	1,775	1,775	1,698
Miscellaneous	-	-	-	-	-	-	-	1,613
	<u>\$468,991</u>	<u>\$192,731</u>	<u>\$661,722</u>	<u>\$138,586</u>	<u>\$16,939</u>	<u>\$155,525</u>	<u>\$817,247</u>	<u>\$791,001</u>

See Independent Auditors' Report and Notes to Financial Statements



## **HEADREST BOARD OF DIRECTORS 2017-2018**

Laurie Harding, President

Harrison Drinkwater, Vice President

Paul Guidone, Treasurer

Andrew Daubenspeck, Secretary

Karen Borgstrom

John Creagh, Immediate Past President

Perry Eaton

John C. Ferney

James Larrick

David McGaw

Carol Olwert

Charlotte Sanborn

John Vasant

# Cameron Ford

## EDUCATION

B.S. degree, Organizational Management, Daniel Webster College, Nashua, NH  
Certificate, Human Services, NH Technical College, Manchester, NH

## PROFESSIONAL EXPERIENCE

*April 2017- Present*

*Executive Director, Headrest Inc.*

*Headrest is a non-profit community organization focusing on addiction and crisis assistance since 1971. Services include 24 hour Hotline, Outpatient Counseling, a Transitional Living program, and Outreach and Community Education.*

*I provide leadership and direction as the senior executive to the organization. Responsible for monitoring the quality and effectiveness of the agency programs and services, and provide effective leadership in the operations of the organization. Serve as a liaison for the agency within the community. Responsible for the overall financial health of the organization. Maintain oversight and compliance with state, federal and grant funding. Collaborate with other agencies to provide efficient services.*

*August 2015 to Present-*

*Founder, CEO Iron Heart Gateways to Success*

*Iron Heart is a non-profit dedicated to helping Veterans and people facing barriers to employment find and maintain living wage jobs with sustainability opportunities. As co-founder of this organization, I am committed to every individual that comes through the door to help them make life changing choices regarding employment, financial literacy and education.*

*February 2014 to June 2015-*

*Executive Director, Granite Pathways*

*Granite Pathways is a peer-support, self-help community that provides hope and dignity to adults with mental illness. The mission of Granite Pathways is to empower and support adults with mental illness to pursue their personal goals through education, employment, stable housing, rewarding achievements, and meaningful relationships. It does that by following the certification standards of the International Center for Clubhouse Development (ICCD,), which define an evidence-based model of rehabilitation that achieves superior employment and recovery outcomes.*

- *Responsible for the overall management of the organization including staff development, strategic planning, fiscal management, and growth.*
- *Maintain stakeholder relationships, Establish, developed, and maintained collaborative relationships with foundations and funding sources*

- Increased membership at the clubhouse by 40%
- Increased number of employed members by 60%
- Completed training at an ICCD certified training Center (Genesis, Worcester Mass.)

**February 2004 to March 2013-**

**Executive Director, MY TURN Inc.**

*The MY TURN program provides services to approximately 800 students per year through both in school and out of school programs. The programs provide educational advancement opportunities, dropout prevention, and include services such as community service learning, tutoring and study skills, employment skills training, mentoring, college preparation, leadership, and guidance and counseling. The majority of funding for the organization is through WIA funds in partnership with local workforce boards. My position initially covered the NH region until I was promoted in 2011 to manage the entire organization.*

- *Administered and oversaw the growth and fiscal management and operations of the MYTURN Organization in New Hampshire and Massachusetts. Responsibilities included Board Development, Strategic planning, fundraising and program development. Position reported to the CEO.*
- *Established, developed, and maintained collaborative relationships with foundations, workforce boards and funding sources, and high demand labor market industries.*
- *Successfully expanded the marketing of the program to and created partnerships with schools, community colleges, Chambers of Commerce, local civic organizations, state vision teams and economic development groups.*
- *Explored and developed sustainable avenues for funding and for the growth and continuous improvement of the MY TURN programs through financial collaborations with schools and higher education entities, grant writing, and responding to RFP's*
- *Managed and motivated 18-20 staff throughout the region including all aspects of human resources.*
- *Responsible for Regional Board Development, Strategic planning, fundraising and program development. Position reports to the CEO.*

**Oct 1994-April 2004-**

**Work Opportunities Unlimited Inc., Director of Youth Development**

- *Oversaw the operation of the Youth Career Program for adjudicated youth that included peer and family groups, career focused jobs for youth, adventure-based activities such as hikes, camping trips, deep-sea fishing, and experiential based group activities. This program was highly regarded in New England as an alternative to placement for adjudicated youth. During my leadership, this program averaged a 9% recidivism rate.*
- *Created and established new state marketing to funding sources and industry, development and implementation of the Youth Career Program that assisted*

*adjudicated and at risk youth in Workforce Development and youth development activities. Trained new directors and staff. Contributed to the strategic plan process for growth of the youth programs within the organization and developed strategies for expansion into new states. During my leadership, this program received recognition as a Promising Effective Practices Program from the National Youth Employment Coalition in Washington DC*

- *Responsible for the management of five offices in N.H. and the supervision of as many as 18 staff. Directly involved in hiring of staff, training and support, and program growth. Developed and consistently exceeded yearly program recruiting, operational and financial goals through a strategic planning process.*

***March 1991-Oct 1994-***

***Work Opportunities Unlimited Inc. Concord N.H Employment Representative***

- *Responsible for job development activities for youth and adults with disabilities. Worked with Counselors from Vocational Rehabilitation, Area Agencies and local schools. Carried a caseload of 45 clients that included adults and youth from schools and the Youth Development Center. Maintained an 80% success rate for placements.*

***Volunteer Associations-***

- *Co-Chair, Manchester Continuum of Care*
- *Past Board Chair, Girls at Work, Non-Profit Organization that engages girls in non-traditional work experiences, with emphasis on the construction field*
- *Queen City Rotary Club*
- *Board of Directors, Helping Hands, Manchester NH*

***Achievements/Awards-***

- *St. Anselm College Presidents' Community Partner Award*
- *"Entrepreneurship101Award" National Consortium for Entrepreneurship Education*
- *National Youth Employment Coalition's New Leaders Academy Class of 2000.*

***Certifications-***

- *National Foundation for Teaching Entrepreneurship*
- *CESP, Nationally Certified Supported Employment Support Professional*
- *Clubhouse Administrative Training Certification. 2015, Genesis, Worcester Mass.*

***References- Available upon request***

# M. KATHLEEN RUSSO BS, LADC, LCS

## Substance Abuse Counseling

**Clinical Director, HEADREST:** Lebanon, NH; Supervision of Low-Intensity Residential Treatment program, Supervision of Outpatient services, Development of new licensed counselors, expanding Substance Abuse Services in the Upper Valley, August 2016 to present.

**Independent Contractor:** September 2006 to present

- **Outpatient Therapist:** RTT Associates, Concord, NH, Facilitating forensics group, working with Federal and State probation/parole clients, case management, conducting evaluations and outpatient substance abuse counseling. Part-time. January 07 to February 2011.
- **New Hampshire Technical Institute;** Adjunct Instructor, taught Group Counseling and Psychopharmacology, Spring 2007
- **Clinical Supervisor:** Keystone Hall Nashua, NH, 8-10 hours per week providing clinical supervision to counselors working toward licensure. Working in the crisis intervention/ sobriety maintenance program. Member of treatment team and liaison with administration. Monitored for compliance with state regulations. June 2006 – March 2007
- **Private Practice:** Nashua location for five years, part-time. Working with referrals from attorney's offices, DWI counseling and aftercare, Department of Transportation evaluations, consultation with families to assist with interventions as well as group counseling. Tilton private practice since July 2006, with similar clientele. Managing business budget for five years. Closed Nashua office in March 2008. Currently in Private Practice in Tilton, NH.

**Director of Rehabilitation Services,** Harmony First, Bedford, NH, October 2000 to September 2006  
Developed and implemented a successful Intensive Outpatient treatment program for Harmony First, Bedford, NH. Provided IOP services, group and individual therapy. Assessed patients for placement in Outpatient Detoxification services with medical staff at this location. Provided treatment planning and case management to all patients. Facilitated Family Education Groups to compliment this program. Provided utilization reviews with insurance companies, sharing clinical information for reimbursement. Responsible for fielding crisis intervention calls for placement into detoxification and treatment services. Provided families and loved ones with intervention services and referrals.

**Outpatient Therapist,** Birchwood Counseling, Nashua, NH October 1998 to October 2001  
Conducted group therapy, individual therapy and evaluations. Worked with Community Alcohol Information program clients and other referral agencies to assist with DWI aftercare requirements, provided substance abuse services for referrals from Department of Child and Family Services.

**Clinical Supervisor;** Roxie Avenue Rehabilitation Center and Treatment Alternatives to Street Crimes, Cumberland County Mental Health Center, and Fayetteville, NC – 1996-1997  
Provided clinical supervision for in-patient detoxification crisis stabilization center, provided clinical supervision to Criminal Justice Intensive Out patient Treatment Program, Treatment Alternatives to Street Crimes, Cumberland County Mental Health, Facilitated Dual Diagnosis outpatient treatment groups, provided consultation services to Intensive Probation and Parole, State of North Carolina. Provided Consultation services to Day Reporting Center, Cumberland County, NC. Lead Clinical Substance Abuse Counselor for high- risk treatment cases, provided In-service training and staff development training.

**Chemical Dependency Counselor**, Locked and Open Acute Psychiatric Units; Cape Fear Valley Medical Center, Fayetteville, NC October 1992- March 1996

Coordinated and provided Education and Consultation services for open and locked inpatient psychiatric units. Provided Consultation services in a County Medical Center to medical/surgical, labor/delivery, orthopedics and GYN patients for the hospital physicians. Provided Education and Consultation services to Adolescents in a Sexually Troubled Youth Program, provided Substance abuse counseling and case management services for a Residential Treatment Program inpatient psychiatric/acute care program. Responsible for case management and discharge planning of all patients in all hospital programs.

**Employee Assistance Program Counselor**: Cape Fear Valley Medical Center, Fayetteville, NC  
Responsible for identification and assessment of performance based personnel problems and chemical dependency issues as an Employee Assistance Program Counselor.

**Clinical Supervisor**: Cape Fear Valley Treatment Center, Fayetteville, NC  
Developed and implemented Quality Assurance Improvement program for an Intensive Outpatient Treatment program. Supervised an outpatient treatment staff of five providing direct patient care.

**Coordinator**: Pain Management, Inpatient Services, Cape Fear Valley Medical Center  
Coordinator of services for an Inpatient Pain Management Treatment Program  
Facilitated multi-family, couples and women's groups, provided individual therapy  
Facilitated Aftercare and Relapse Prevention groups.

**Chemical Dependency Counselor**: Tripler Army Medical Center, Department of Psychiatry, Schofield Barracks, HI 1988-1992

Provided social work, psychological treatment and consultation services to Alcohol and Drug dependent; military, civilian personnel and family members in rehabilitation. Conducted individual and group therapy. Provided case management services for military personnel and their family members while in treatment. Member of treatment planning team for inpatient and outpatient, U.S Army Drug and Alcohol program. Coordinated development and conducted psycho/social assessments in clinical setting.

**Caseworker Supervisor**: American Red Cross, Service to Armed Forces and Veterans; Ft. Sill, OK 1986-1988  
Supervised and trained caseworkers for Services to the Armed Forces, American Red Cross. Provided notification services to service members of family emergencies and provided financial assistance with Red Cross guidelines. Member of the Board of Directors for the American Red Cross. Recipient of the Clara Barton award for Volunteerism.

**Program Development and Management**

- ❖ Developed and Managed, Intensive Outpatient Treatment Program, Harmony First, 2000 to 2006
- ❖ Developed Family Education Program to adjunct the Intensive Outpatient Program 2000 to 2006
- ❖ Developed group therapy program for DWI offenders in a private practice setting, 1998-2001
- ❖ Developed, designed and implemented Intensive Outpatient Treatment Program, Treatment Alternatives to Street Crimes, Day Reporting Center, Cumberland County Mental Health, Fayetteville, NC 1996-1997
- ❖ Developed and implemented Chemical Dependency Education for In-patient Adolescent Services, Cumberland Hospital, Fayetteville, NC -1994-1996
- ❖ Developed and implemented screening tools for acute In-patient psychiatric nursing for alcohol and drug dependent patients
- ❖ Designed and implemented Relapse Prevention Program for Inpatient Pain Management Program, Cape Fear Valley Medical Center, Fayetteville, NC- 1992-1996
- ❖ Designed and implemented Alcohol and Drug Treatment Program for U.S. Army's Regional Confinement Facility: Ft. Sill, OK - February 1992- June 1992
- ❖ Designed and implemented Intensive Outpatient Treatment Program for the U.S. Army's Alcohol and Drug Abuse Prevention and Control Program, Schofield Barracks, HI 1989-1992
- ❖ Designed Alcohol and Drug Prevention Program for the American Red Cross: Ft Sill, OK 1986-1988

**Education**

- ❖ B.S., Social Science Education: Plymouth State College, 1983
- ❖ 2-week Visiting Professional Course; Tripler Army Medical Center, TRI-SARF; Honolulu, HI
- ❖ U.S. Army Alcohol and Drug Rehabilitation Training, Ft Sam Houston, TX: Individual course 14-days; Group Course, 14 -days; Advance Counseling Course, 7 days
- ❖ 1 year Internship program, U.S. Army, Schofield Barracks, HI 1989

**Certification**

- ❖ New Hampshire, LADC #0445
- ❖ New Hampshire LCS #045
- ❖ Certified US. Department of Transportation Substance Abuse Professional, Current
- ❖ US Army, Health Services Command, 1989
- ❖ Hawaii, Certified Substance Abuse Counselor; #551 - 1990
- ❖ North Carolina Certified Substance Abuse Counselor #1096 - 1998

**Professional Associations**

NAADAC 1986- present  
NHADACA Secretary 2002-2004  
NH Providers Association – Current  
NHADACA- Current  
Board member of the NH Board of Licensing of Alcohol and other Drug Abuse Professional April 2016- Current  
Co-Chair of Integrated SUD /1115 Wavier-current

# Eric Harbeck

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## EXPERIENCE

### Headrest, Inc.

*Assistant Director*

*Business Manager, Hotline/Residential Counselor*

Lebanon, NH

July 2018-Present

May 2014-July 2018

- Connect, maintain and supervise relationships with insurance agencies, claim submission and reimbursement and compliance.
- Assist the Executive Director with any projects, grant funding requests and/or grant.
- Manage applications, renewals or termination of benefits for all employees.
- Review and correct payroll for submission to payroll service, submit bills to payroll service.

### Jakes Market and Deli

*Customer Service Assistant/Store Clerk*

Andover/New London/Lebanon, NH

September 2012 - Present

- Assist customers with questions and concerns.
- Maintain a clean and organized work environment.
- Promptly distribute products upon delivery from vendors.
- Work with store manager and vendors on how to increase efficiency and productivity.

### Webster House

*Child Care Worker*

Manchester, NH

Feb. 2012 – Aug. 2012

- Write log reports at the end of every shift.
- Meet one-on-one with selected residents discussing their progress.
- Attend biweekly meetings with co-workers and administration to discuss state of the house.
- Supervise, organize and participate in activities with the residents.

### Warwick Mills

*Mix Technician*

New Ipswich, NH

June 2011 – Jan. 2012

- Check schedule for daily tasks.
- Check in with supervisor for various projects to complete outside of the department.
- Troubleshoot issues that would arise with equipment.
- Record material usage into inventory database.

### Colby-Sawyer College Library Learning Center

*Information Services Assistant/Help Desk Assistant*

New London, NH

Sept. 2007 – May

2011

- Check materials In and Out, shelve materials and check shelving accuracy.
- Cover front desk and assist students and community members with library questions.
- Interface with Archives and Inter-Library loan system in addition to other offices on campus.
- Professionally answer Help Desk support line and conduct basic trouble-shooting.
- Generate service requests and respond to voice mail in timely manner.

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## EDUCATION

### Masters in Social Work

University of New Hampshire-Manchester

Manchester, NH

Aug 2017 - Present

### Bachelor of Arts in Psychology

Colby-Sawyer College

New London, NH

Sept. 2007 – May 2011

### Certified Recovery Support Worker

April, 2016-Present

### Recovery Coach Academy-CCAR Mode

June, 2016

**Academic Highlights:** Theories of Counseling, Child Psychology, Psychology of Personality, Biological Psychology, Cross-Cultural Psychology, Learning and Cognition, Directing and Stage Management, Jazz Dance

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# Lara Kristen Quillia

## Education

### **Hartford High School (HHS), Hartford, Vermont**

June 2007

Honors and Awards: The National Honor Society, (Secretary 2005-2007)

Service Above Self Award (for dedication to the act of volunteering)

Outstanding Youth Award (for excellence in Scholarship, Sportsmanship, and Citizenship)

### **University of Vermont (UVM), Burlington, Vermont**

May 2011

Bachelor of Science Degree in the College of Education and Social Services

Major: Social Work

Honors and Awards: University of Vermont Dean's List, The National Society of Collegiate Scholars and Phi Alpha Honor Society (for excellence in academic performance in social work)

### **Karl-Franzens Universitat Graz, Graz, Austria**

2/2010 – 7/2010

Whilst attending UVM I spent a semester abroad focusing on cultural studies and learning German at an intermediate level. In addition to my studies I was able to fulfill an ambition of mine to expand my knowledge of the world and foreign cultures by extensively traveling throughout Europe and Northern Africa.

## Social Work Experience

### **State of Vermont Economic Services (formerly PATH)**

11/2003 – 12/2006

For three years was the HHS chief coordinator and in-service representative for the local community Christmas Project, a program that connected over 50 children in need from the local community with both the high school and middle school classrooms, sponsors, and donors. I was responsible for cost-effectively handling the contributed funds/donations and providing the children with presents and/or winter clothing during the holiday season.

### **New Sudan Education Initiative (NESEI)**

3/2009 – 4/2009

Created a new training manual for future volunteers to help them learn about the NESEI organization; as well as what their time in Africa would be like, how it might feel to return to their home countries after their experience, and things they could do to prepare for their experience.

### **Career Connections**

9/2010 – 5/2011

As part of my senior curriculum I worked as an employment counselor intern assisting adults with serious and persistent mental illness in identifying and accomplishing their education or employment goals. Furthermore, I co-facilitated an eight-week group on stress management and calming techniques.

## Work Experience

### **Headrest – Lebanon, NH**

8/2016 – Present

Residential Program Coordinator – In collaboration with other program staff and clients, ensure the safety of residents living at Headrest. Support residents in recovery from substance use disorder to complete their treatment goals and achieve successful re-entry into the community.

### **Murphy's on the Green – Hanover, NH**

5/2012 – 10/2016

Server/Bartender – Implement efficient time management and organizational skills while engaging in interpersonal communication with diverse clientele. Assisting in the management of staff and coordination of logistics during shift, monitoring of customers, and training and supervising new staff.

### **Market Table – Hanover, NH**

9/2011 – 5/2012

Server – Anticipated and responded promptly to the desires of patrons, while contributing to the overall efficiency and friendly atmosphere of the restaurant.

**TAMARA FLEURY**

**OBJECTIVE**

A self-starter with excellent organizational skills and a strong work ethic I am seeking a challenging and diverse position working with a non-profit organization.

**WORK EXPERIENCE**

*Hotline Coordinator*

February 6, 2018-PRESENT

Headrest, Inc Lebanon, NH

Provide ongoing supervision of the 24/7 Suicide/Crisis Hotline staff. I provide clinical supervision (as directed by the Clinical Director) manage schedules and training, complete performance evaluations and facilitate regular Hotline staff meetings. Oversee Community Outreach Program and coordination of services throughout the region.

*Home Provider*

March 2012-April 2016

Independent Services Network, Claremont

My husband and I provided a home and daily assistance, care and guidance for a 52 yr old special needs gentleman whom lived with us. I introduced him to new people and places in the community as well as supporting and advocating for him in all aspects of his daily living. I also transported/accompanied him to medical appointments, maintained daily logs, submitted monthly Progress Reports, and participated in annual ISA's & State Certifications.

*Sales Specialist*

Lowes Claremont, NH

March 2010 - December 2011

As a Flooring specialist I educated, assisted and advised customers in choosing the best product for their needs. I followed all sales from purchase to install; Order Management.

*Store Manager/Estimator*

Serenity Carpets, Croydon, NH

January 2003 - February 2010

Responsible for daily business operations including management and supervision of employees, direct sales, advertising, bookkeeping (including cash transactions), purchasing and scheduling of goods and services. Before/After store hours I conducted home visits and prepare detailed flooring diagrams and presented flooring quotes to potential customers.

*Flooring Estimator*

2002

May 1999 - December

Home Depot & Dan's Floor Store, Londonderry, NH

Working independently as a sub-contractor I scheduled and conducted home visits in order to prepare flooring estimates. Very detail oriented work requiring precise diagramming, calculating, and much public contact.

*Case Technician*

Department of Corrections, Laconia, NH

May 1991 - July 1993

Assigned to Belknap County Probation/Parole I supervised all court ordered restitution cases, interviewed subjects, prepared reports, attended home visits with Probation officers & testified at court hearings.

*Special Deputy/Bailiff*  
August 1989 - April 1991  
Belknap County Sheriff's Office, Laconia, NH .

Assigned to Belknap County Superior Court I performed court security-- working closely with Judges, Clerks and Attorneys. I served Writs and Summons. I also transported Judges, Juries and Prisoners. Armed

*Military Police*  
June 1980 - June 1983  
US ARMY ACTIVE DUTY Ft Hood & Hohenfels

Assigned to Criminal Investigation Division at Ft Hood I conducted investigations, interviewed subjects & prepared detailed reports. My duties included routine Police Patrols. Armed

#### **EDUCATION**

Bachelor's Degree,  
January 1994 - December 1997  
BA Sociology/Criminal Justice Minor in Business (3.67 GPA) UNCW Wilmington NC

#### **CERTIFICATIONS**

CMA (Certified Medical Assistant) #2467725  
June 9, 2014 River Valley Community College, Claremont NH  
AAMA (American Association of Medical Assistants)

**REFERENCES AVAILABLE UPON REQUEST**

# KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Headrest, Inc.

Name of Program/Service: Low-Intensity Residential and Outpatient Substance Use Disorder Treatment

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
Cameron Ford, Executive Director	\$65,000	15.00%	\$9,750.00
Kathleen Russo, Clinical Director	\$70,000	25.00%	\$17,500.00
Eric Harbeck, Assistant Director	\$50,000	15.00%	\$7,500.00
Lara Quillia, Residential Coordinator	\$42,000	30.00%	\$12,600.00
Tamie Fluery, Hotline Coordinator	\$34,320	15.00%	\$5,148.00
	\$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
	\$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
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$52,498.00</b>

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.

Subject: Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST-06)


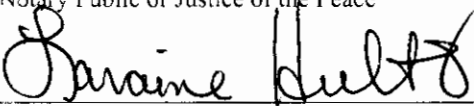
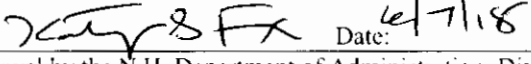

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

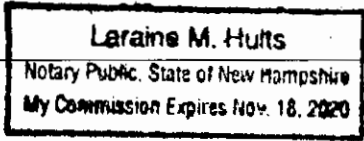
**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Hope on Haven Hill Inc.		1.4 Contractor Address 326 Rochester Hill Road Rochester, NH 03867	
1.5 Contractor Phone Number 603-841-5353	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 \$278,641
1.9 Contracting Officer for State Agency E. Maria 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 Mary Ellen Jackson Interim Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Strafford</u> On <u>June 4, 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.			
1.15.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace Laraine Hults Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katja 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>6/8/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



**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-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all 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

Contractor Initials MEJ  
Date 6/4/18

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, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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 supersedes all prior Agreements and understandings relating hereto.

Contractor Initials MJS  
Date 6/4/18





## 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.

### 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 recovery from alcohol and drug problems. At a minimum, the Contractor must:

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



**Exhibit A**

- 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.
    - 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



Exhibit A

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. Transitional Living Services provide residential substance use disorder treatment services according to an individualized treatment plan designed to support individuals as they transition back into the community. Transitional Living Services are not defined by ASAM. Transitional Living services must include at least 3 hours of clinical services per week of which at least 1 hour must be delivered by a Licensed Counselor or unlicensed Counselor working under the supervision of a Licensed Supervisor and the remaining hours must be delivered by a Certified Recovery Support Worker (CRSW) working under a Licensed Supervisor or a Licensed Counselor. The maximum length of stay in this service is six (6) months. Adult residents typically work in the community and may pay a portion of their room and board.
- 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. High Intensity Residential Treatment for Pregnant and Parenting Women as defined as ASAM Criteria, Level 3.5. This service provides residential substance use disorder treatment to pregnant women and their children when appropriately designed to assist individuals who require a more intensive level of service in a structured setting.



Exhibit A

2.4. Recovery Support Services

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

2.4.2.2. Transportation for Pregnant and Parenting Women:

2.4.2.2.1. The Contractor may provide transportation services to pregnant and parenting women to and from services as required by the client's treatment plan.

2.4.2.2.2. The Contractor may use Contractor's own vehicle, and/or purchase public transportation



Exhibit A

passes and/or pay for cab fare. The Contractor shall:

2.4.2.2.2.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.4.2.2.2.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order

2.4.2.2.2.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.4.2.3. Child Care for Pregnant and Parenting Women:

2.4.2.3.1. The Contractor may provide child care to children of pregnant and parenting women while the individual is in treatment and case management services.

2.4.2.3.2. The Contractor may directly provide child care and/or pay for childcare provided by a licensed childcare provider.

2.4.2.3.3. The Contractor shall comply with all applicable Federal and State childcare regulations such as but not limited to New Hampshire Administrative Rule He-C 4002 Child Care Licensing.

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



Exhibit A

- 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.
- 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 (except for Section 2.3.1.4 Transitional Living) 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



Exhibit A

- 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:
- 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



Exhibit A

- 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.
- 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

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Exhibit A

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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.
- 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.



Exhibit A

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- 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.
- 2.8. 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:



Exhibit A

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- 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 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.



Exhibit A

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- 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.
- 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.



Exhibit A

- 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, 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, except for Transitional Living (See Section 2.3.1.4), 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



Exhibit A

- 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
- 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



Exhibit A

- 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 Recovery Support Services and 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>
  - 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. 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.



Exhibit A

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 Education Tools that include:

2.9.1.4.1. Asses 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.





Exhibit A

- 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.

### 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 8.1.2).
  - 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:



Exhibit A

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- 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;
    - 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

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Exhibit A

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.
- 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;



Exhibit A

- 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.
- 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;

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Exhibit A

- 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;
  - 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



Exhibit A

- 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
  - 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. 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:



Exhibit A

- 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:
- 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.



Exhibit A

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- 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
  - 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.

*M&J*  
Date *6.4.18*





Exhibit A

## 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:
  - 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 541-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:29; 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.

Vendor Name  
RFA-2019-BDAS-01-SUBST  
Page 8 of 24

Contractor Initials: *MEJ*  
Date: *6.4.18*



### 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: Addiction 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



### Exhibit A-1 Operational Requirements

- 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;



### Exhibit A-1 Operational Requirements

- 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



### Exhibit A-1 Operational Requirements

- 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.



### Exhibit A-1 Operational Requirements

- 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.
16. Personal Rights.
  - 16.1. 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.
  - 16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:





### Exhibit A-1 Operational Requirements

- 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;
    - 19.1.6. 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;



### Exhibit A-1 Operational Requirements

- 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



### Exhibit A-1 Operational Requirements

- 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.



### Exhibit A-1 Operational Requirements

- 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.



### Exhibit A-1 Operational Requirements

- 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.



### Exhibit A-1 Operational Requirements

- 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.



### Exhibit A-1 Operational Requirements

- 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 or 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



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, except for Childcare (See Section 10 below).

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 11, 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 11 Sliding Fee Scale for the client's applicable income level.



Exhibit B

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- 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, except for:
    - 5.7.1. Transitional Living (See Section 7 below) and
  - 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, Section 5.7.1) 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. Charging the Client for Room and Board for Transitional Living Services
- 6.1. The Contractor may charge the client fees for room and board, in addition to:
    - 6.1.1. The client's portion of the Contract Rate in Exhibit B-1 using the sliding fee scale
    - 6.1.2. The charges to the Department



Exhibit B

- 6.2. 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:

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

- 6.3. The Contractor shall hold 50% of the amount charged to the client that will be returned to the client at the time of discharge.
- 6.4. The Contractor shall maintain records to account for the client's contribution to room and board.

7. Charging for Clinical Services under Transitional Living

7.1. The Contractor shall charge for clinical services separately from this contract to the client's other third party payers such as Medicaid, NHHPP, Medicare, and private insurance. The Contractor shall not charge the client according to the sliding fee scale.

7.2. Notwithstanding Section 7.1 above, the Contractor may charge in accordance with Sections 5.2.2 and 5.2.3 above for clinical services under this contract only when the client does not have any other payer source other than this contract.

8. Additional Billing Information: Intensive Case Management Services:

8.1. 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.

8.2. The Department will not pay for intensive case management provided to a client prior to admission.

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Exhibit B

- 8.3. The Contractor will bill for intensive case management only when the service is authorized by the Department.
9. Additional Billing Information: Transportation
- 9.1. The Contractor will seek reimbursement in accordance with Section 5 above and upon prior approval of the Department for Transportation provided in Exhibit A Scope of Services Section 2.4.2.2 as follows:
- 9.1.1. At Department's standard per mile rate plus an hourly rate in accordance with Exhibit B-1 Service Fee Table for Contractor's staff driving time, when using the Contractor's own vehicle for transporting clients to and from services required by the client's treatment plan. If the Contractor's staff works less than a full hour, then the hourly rate will be prorated at fifteen (15) minute intervals for actual work completed; **or**.
- 9.1.2. At the actual cost to purchase transportation passes or to pay for cab fare, in order for the client to receive transportation to and from services required by the client's treatment plan.
- 9.2. The Contractor shall keep and maintain records and receipts to support the cost of transportation and provide said records and receipts to the Department upon request.
- 9.3. The Contractor will invoice the Department according to Department instructions.
10. Charging for Child Care
- 10.1. The Contractor shall seek reimbursement upon prior approval of the Department for Childcare provided in Exhibit A Scope of Services, Section 2.4.2.3 as follows:
- 10.1.1. At the hourly rate in Exhibit B-1 Service Fee Table for when the Contractor's staff provides child care while the client is receiving treatment or recovery support services, **or**
- 10.1.2. At the actual cost to purchase childcare from a licensed child care provider.
- 10.2. The Contractor shall keep and maintain records and receipts to support the cost of childcare and provide these to the Department upon request.
- 10.3. The Contractor will invoice the Department according to Department instructions.

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Exhibit B

11. Sliding Fee Scale

11.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B Section 5 above.

11.2. 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%

11.3. 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.

12. Submitting Charges for Payment

12.1. 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:

12.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

12.1.2. 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.

12.1.3. 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.

12.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.

12.1.5. Submit separate batches for each billing month.



Exhibit B

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- 12.2. 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.
  - 12.3. 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.
  13. 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.
  14. Funds in this contract may not be used to replace funding for a program already funded from another source.
  15. The Contractor will keep detailed records of their activities related to Department funded programs and services.
  16. 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.
  17. 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.
  18. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
    - 18.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
    - 18.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
      - 18.2.1. Make cash payments to intended recipients of substance abuse services.
      - 18.2.2. 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.
      - 18.2.3. 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.

18.2.4. 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.

18.3. 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.
Transitional Living for room and board only	\$75.00	Per day
High-Intensity Residential Adult, (excluding Pregnant and Parenting Women), for clinical services and room and board	\$154.00	Per day
High-Intensity Residential only for Pregnant and Parenting Women: Room and Board only	\$75.00	Per Day
High-Intensity Residential only for Pregnant and Parenting Women: Clinical services only	\$180.00	Per Day
Recovery Support Services: Individual Intensive Case Management	\$16.50	15 min
Recovery Support Services: Group Intensive Case Management	\$5.50	15 min
Staff Time for Child Care Provided by the Contractor, only for children of Pregnant and Parenting Women	Actual staff time up to \$20.00	Hour

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Exhibit B-1

Service	Contract Rate: Maximum Allowable Charge	Unit
Child Care Provided by a Child Care Provider (other than the Contractor), only for children of Pregnant and Parenting Women	Actual cost to purchase Child Care	According to the Child Care Provider
Staff Time for Transportation Provided by the Contractor, only for Pregnant and Parenting Women	Actual staff time up to \$5.00	Per 15 minutes
Mileage Reimbursement for use of the Contractor's Vehicle when providing Transportation for Pregnant and Parenting Women	Department's standard per mile reimbursement rate	Per Mile
Transportation provided by a Transportation Provider (other than the Contractor) only to Pregnant and Parenting Women	Actual cost to purchase Transportation	According to the Transportation Provider

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**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 procedures.
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. **Retroactive 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 amounts 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;

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Date 6.4.18



- 7.3. 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 (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

*MEJ*  
Date 6.4.18



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 13166, 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

*[Handwritten Signature]*  
Date 6.4.18



- 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.

*MEJ*

*10-4-18*





**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 affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope 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.

*MRT*

*6.4.18*



**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 GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Contractor Name:

June 4 2018  
Date

Mary Ellen Jackson  
Name: Mary Ellen Jackson  
Title: Interim Executive Director



**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
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

*Mary Ellen Jackson*

Name: *MARY ELLEN JACKSON*

Title: *Iselin Executive Director*

*June 4 2018*  
Date



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

#### PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

#### LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

*Mary Ellen Jackson*  
Name: MARY Ellen Jackson  
Title: Interim Ex. Director

*June 4 2018*  
Date



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

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

Contractor Initials

*M&J*

Date

*6-4-18*



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.

*June 4 2018*  
Date

Contractor Name: *Mary Ellen Jackson*  
Name: *Mary Ellen Jackson*  
Title: *Training & Director*

Exhibit G

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

Contractor Initials

*MJ*  
Date *6.4.18*





**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.

*[Signature]*  
Date June 4 2018

Contractor Name:

*[Signature]*

Name: Mary Ellen Jackson

Title: IT Service Executive Director

Contractor Initials *[Signature]*  
Date 6.4.18



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

- i. “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

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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 164.526.
  - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
  - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
  - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
  - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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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 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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Contractor Initials

Date

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Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services  
The State

Katja S Fox  
Signature of Authorized Representative

Katja S Fox  
Name of Authorized Representative

Director  
Title of Authorized Representative

6/7/18  
Date

Hope on Haven Hill  
Name of the Contractor

Mary Ellen Jackson  
Signature of Authorized Representative

Mary Ellen Jackson  
Name of Authorized Representative

Interim Executive Director  
Title of Authorized Representative

June 4, 2018  
Date



**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.

June 4 2018  
Date

Contractor Name:  
Mary Ellen Jackson  
Name:  
MARY ELLEN JACKSON  
Title:  
Interim Executive Director

Contractor Initials MEJ  
Date 6.4.18





**FORM A**

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 080088208
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO                       YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: <u>Mary Ellen Jackson</u>	Amount: <u>72,000</u>
Name: <u>Jennifer Stout</u>	Amount: <u>72,000</u>
Name: <u>Lindsey Meyer</u>	Amount: <u>62,000</u>
Name: <u>Lisa Gauthier</u>	Amount: <u>55,000</u>
Name: <u>Kerby Norton</u>	Amount: <u>68,000</u>



DHHS Information Security Requirements

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A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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**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 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

## II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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DHHS Information Security Requirements



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.).



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's 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.

*MESJ*

*6.4.18*



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 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

*[Handwritten Signature]*  
*[Handwritten Date: 6.4.18]*

DHHS Information Security Requirements



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

DHHSPrivacy.Officer@dhhs.nh.gov

*MSJ*

*6.4.18*

# State of New Hampshire

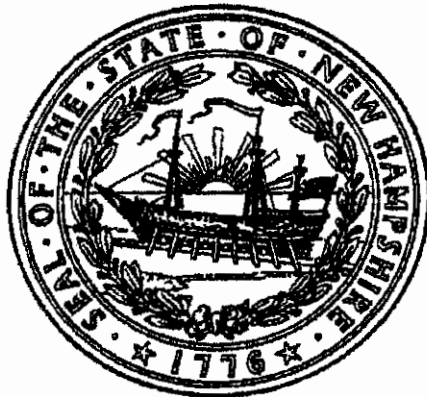
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HOPE ON HAVEN HILL INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 25, 2015. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 735370

Certificate Number: 0004090225



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 30th day of April A.D. 2018.

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

William M. Gardner  
Secretary of State

CERTIFICATE OF VOTE

I, Colin T. Walker, do hereby certify that:

(Name of elected Officer of the Agency, cannot be a contract signatory.)

1. I am a duly elected ~~Officer~~ of Hope on Haven Hill  
Board Member  
(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 held on June 3rd, 2018  
(Date)

RESOLVED: That the Interim Executive Mary Ellen Jackson  
(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 6th day of June, 2018.  
(date contract signed)

4. Mary Ellen Jackson is the duly elected Interim Executive Director  
(Name of Contract Signatory) (Title of Contract Signatory)  
of the agency.

Colin Walker  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Rockingham

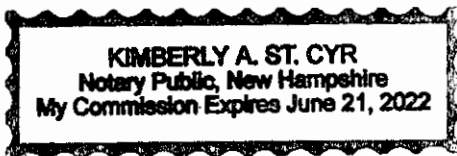
The forgoing instrument was acknowledged before me this 6 day of June, 2018.

By Colin Walker  
(Name of Elected Officer of the Agency)

Kimberly A. St Cyr  
Notary Public/Justice of the Peace

Commission Expires: June 21, 2022

Notary Seal:





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
05/24/2018

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

<b>PRODUCER</b> E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425		<b>CONTACT NAME:</b> Farley Kenneally <b>PHONE (A/C, No, Ext):</b> (603)293-2791 <b>FAX (A/C, No):</b> (603)293-7188 <b>E MAIL ADDRESS:</b> farley@esinsurance.net	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		INSURER A: Markel	
		INSURER B: New York Marine and General Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER:** 17-18      **REVISION NUMBER:**

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

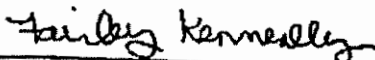
INSR LTR	TYPE OF INSURANCE	ADDL RISK	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			HUP2413	08/01/2017	08/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Abuse and Molestation \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			HUA2420	08/01/2017	08/01/2018	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 checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			HUU2421	08/01/2017	08/01/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC201700014763	08/02/2017	08/02/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability			HUP2419	08/01/2017	08/01/2018	each wrongful act \$1,000,000 aggregate \$2,000,000

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

Certificate Holder is an additional insured (CGL) if required by signed contract with the named insured.

### CERTIFICATE HOLDER

### CANCELLATION

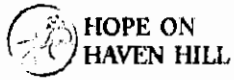
State of NH DHHS 129 Pleasant Street Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
-------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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# Hope on Haven Hill Mission Statement

Our mission is to nurture the health and recovery of pregnant and post partum women suffering with substance use and challenged by poverty so that they can sustain sobriety and realize their potential as loving parents and healthy community members.



## **Statement of HHH's Financial Condition**



## HOPE ON HAVEN HILL

State of New Hampshire  
Department of Health and Human Services  
Cathy Cormier Contracts & Procurement Unit  
129 Pleasant Street  
Concord NH 03301

May 10, 2018

Dear Ms. Cormier,

As required by Section 3.1.15, Hope on Haven Hill has submitted Hope on Haven Hill's completed financial audit for FY17 and Form 990s for FY16 and FY17.

Additionally, Hope on Haven Hill has submitted the following uncertified financial documents:

- Year to Date Balance Sheet, as of March 2018
- Year to Date Income Statement, as of March 2018
- Year to Date Statement of Cash Flow, as of March 2018

Under the penalties of unsworn falsification, I attest that the financial statements are correct in all materials respects.

If you have any questions, please contact me directly,

Courtney Tanner, JD/MSW  
*Executive Director*  
603-841-5353



HOPE ON HAVEN HILL, INC.

FINANCIAL STATEMENTS

Year Ended June 30, 2017

TABLE OF CONTENTS

	<u>Page Number</u>
INDEPENDENT AUDITOR'S REPORT . . . . .	1
FINANCIAL STATEMENTS	
Statement of Financial Position. . . . .	3
Statement of Activities. . . . .	4
Statement of Functional Expenses . . . . .	5
Statement of Cash Flows. . . . .	6
Notes to Financial Statements. . . . .	7

Sanders & Karcher  
Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors  
Hope on Haven Hill, Inc.  
Rochester, New Hampshire

We have audited the accompanying financial statements of Hope on Haven Hill, Inc. (a nonprofit organization) as of June 30, 2017 which comprise the statement of financial position and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

**Management's Responsibility for the Financial Statements**

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

**Auditor's Responsibility**

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

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

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

Board of Directors  
Hope on Haven Hill, Inc.  
Page 2

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Hope on Haven Hill, Inc. as of June 30, 2017, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

*Sanders & Karcher*

Sanders & Karcher  
Portsmouth, New Hampshire  
January 5, 2018

HOPE ON HAVEN HILL, INC.  
STATEMENT OF FINANCIAL POSITION  
June 30, 2017

ASSETS

CURRENT ASSETS

Cash	\$ 76,680
Grant receivable	48,568
Prepaid expenses	<u>1,459</u>
Total current assets	126,707

PROPERTY & EQUIPMENT, net of accumulated  
depreciation of \$4,726

220,846

OTHER ASSETS

Security deposits	<u>3,800</u>
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TOTAL ASSETS

\$ 351,353

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts payable	\$ 5,867
Line of credit, Provident Bank	24,999
Accrued payroll items	<u>31,160</u>
Total current liabilities	62,026

UNRESTRICTED NET ASSETS

289,327

TOTAL LIABILITIES AND NET ASSETS

\$ 351,353

The accompanying notes are an integral part of these financial statements.

HOPE ON HAVEN HILL, INC.  
STATEMENT OF ACTIVITIES  
Year ended June 30, 2017

PUBLIC SUPPORT AND REVENUES:	
PUBLIC SUPPORT	
Government grants and contracts	\$ 564,359
Donations	<u>311,958</u>
Total public support	876,317
REVENUES	
Interest	8
In kind donations	21,582
Miscellaneous sales	620
Total revenues	<u>22,210</u>
Total public support and revenues	898,527
EXPENSES	
Program services	577,310
General and administrative	101,215
Fundraising	746
Total expenses	<u>679,271</u>
INCREASE IN UNRESTRICTED NET ASSETS	219,256
TEMPORARILY RESTRICTED NET ASSETS	
Public support and grants	170,206
Restrictions satisfied by use	( <u>170,206</u> )
INCREASE IN TEMPORARILY RESTRICTED NET ASSETS	<u>-</u>
INCREASE IN NET ASSETS	219,256
NET ASSETS, Beginning of year	<u>70,071</u>
NET ASSETS, End of year	\$ <u>289,327</u>

The accompanying notes are an integral part of these financial statements.

HOPE ON HAVEN HILL, INC.  
STATEMENT OF FUNCTIONAL EXPENSES  
Year Ended June 30, 2017

	Program Services	General and Admin	Fund- Raising	Total
Management salaries	\$ 12,582	\$ 12,582	\$ -	\$ 25,164
Salaries and wages	318,438	39,279	-	357,717
Payroll taxes	30,078	3,718	-	33,796
Employee benefits	22,783	2,816	-	25,599
Professional fees	59,047	5,158	-	64,205
Payroll service fees	2,533	-	-	2,533
Advertising and promotion	1,698	-	-	1,698
Bank fees	-	337	-	337
Retirement service fees	-	2,365	-	2,365
Food	21,408	-	-	21,408
Direct services	22,545	-	-	22,545
Miscellaneous fundraising	-	-	746	746
In kind services	4,251	4,367	-	8,618
Utilities	4,031	1,694	-	5,725
Vehicle expense	3,793	-	-	3,793
Security	568	-	-	568
Rent	21,600	6,400	-	28,000
Repairs and maintenance	6,645	3,475	-	10,120
Insurance	19,628	12,870	-	32,498
Telephone and internet	4,800	326	-	5,126
Website	2,904	1,431	-	4,335
Office and administration	8,029	2,350	-	10,379
Travel expense	2,244	-	-	2,244
Board of director meetings	432	-	-	432
Staff development and training	3,297	-	-	3,297
Licenses and permits	-	1,164	-	1,164
Interest	-	133	-	133
Depreciation	3,976	750	-	4,726
TOTALS	\$ <u>577,310</u>	\$ <u>101,215</u>	\$ <u>746</u>	\$ <u>679,271</u>

The accompanying notes are an integral part of these financial statements.

HOPE ON HAVEN HILL, INC.  
STATEMENT OF CASH FLOWS  
Years Ended June 30, 2017

CASH FLOWS FROM OPERATING ACTIVITIES	
Cash received from public support	\$ 839,249
Cash received from interest	8
Cash received from miscellaneous sales	620
Cash paid for program services	(512,314)
Cash paid for general and administrative expenses	(120,487)
Cash paid for fundraising expenses	( 746)
Cash paid for interest	( 133)
Net cash provided by operating activities	<u>206,197</u>
CASH FLOWS FROM INVESTING ACTIVITIES	
Cash paid for property and equipment	(224,672)
CASH FLOWS FROM FINANCING ACTIVITIES	
Cash received from borrowings	<u>24,999</u>
Net increase (decrease) in cash	6,524
Cash at beginning of year	<u>70,156</u>
CASH AT END OF YEAR	\$ <u>76,680</u>
RECONCILIATION OF CHANGE IN NET ASSETS TO NET CASH PROVIDED BY OPERATING ACTIVITIES	
Increase in net assets	\$ 219,256
Adjustments to reconcile change in net assets to net cash from operating activities:	
Depreciation expense	4,726
(Increase) decrease in:	
Grant receivable	( 48,568)
Security deposits	( 3,800)
Prepaid expenses	( 1,459)
Increase (decrease) in:	
Accounts payable	4,882
Accrued payroll items	<u>31,160</u>
Total adjustments	<u>( 13,059)</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES	\$ <u>206,197</u>
SUPPLEMENTAL DISCLOSURE	
Non-cash transaction included in investing activities	
Donation of property and equipment	\$ <u>11,500</u>

The accompanying notes are an integral part of these financial statements.



HOPE ON HAVEN HILL, INC.  
NOTES TO FINANCIAL STATEMENTS  
For the Year Ended June 30, 2017

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Hope on Haven Hill, Inc. (the organization) was organized November 25, 2015. The organization is a level 3.5 substance use treatment facility serving homeless, pregnant and newly parenting mothers. The organization was established to provide a nurturing therapeutic home environment for women with substance abuse disorder who are seeking recovery by providing a safe home with comprehensive addiction treatment services, family therapy, parenting classes, advancement in education and life coaching supporting families in their recovery from addiction.

Basis of Accounting

Income and expenses are reported on the accrual basis, which means that income is recognized as it is earned and expenses are recognized as they are incurred whether or not cash is received or paid out at that time.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Income Taxes

Hope on Haven Hill, Inc. is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code and, therefore, has made no provision for federal income tax in the accompanying financial statements. The organization has been determined by the Internal Revenue Service not to be a private foundation.

Financial Statement Presentation

Hope on Haven Hill, Inc. presents its financial statements in accordance with Accounting Standards Codification No. 958-210, "Financial Statements of Not-for-Profit Organizations". Under ASC No. 958-210, Hope on Haven Hill is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. As of June 30, 2017 there were only unrestricted net assets.

Grant Receivable

The Grant Receivable consists of amounts due from the State in support of operations. As of June 30, 2017, management considers the grant receivable to be fully collectible.

HOPE ON HAVEN HILL, INC.  
NOTES TO FINANCIAL STATEMENTS (CONTINUED)  
For the Year Ended June 30, 2017

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Subsequent Events

Subsequent events have been evaluated through January 5, 2017 the date the financial statements were available to be issued. Beginning the new fiscal year, the organization has added several new board members and has hired a new Executive Director and bookkeeper.

The line of credit terms with Provident Bank were modified on July 24, 2017 to increase the borrowing limit to \$50,000.

Property and Equipment

Property and equipment are recorded at cost for those items which have been purchased, and at estimated fair market value for those items which have been donated. The cost of improvements is recovered using the straight-line method over estimated useful lives of 10 to 40 years. The cost of vehicles, furniture, fixtures and equipment is recovered using the straight-line method over estimated useful lives of 2 to 10 years. Property and equipment as of June 30, 2017 consisted of the following:

Leasehold improvements	\$ 182,605
Furniture and equipment	13,284
Vehicles	<u>29,683</u>
Total property and equipment	225,571
Less accumulated depreciation	4,726
Property and equipment, net	\$ <u>220,846</u>

Contributions

The Organization records its contributions as unrestricted, temporarily restricted, or permanently restricted support depending on the existence or nature of any donor restrictions.

Donated Services

Contributions of services are recognized in the financial statements if the services enhance or create nonfinancial assets or require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation. For the year ended June 30, 2017, donated services were valued at \$8,618.

Donated Property and Equipment

Supplemental cash flows and non cash investing activities consist of donated property and equipment. This property and equipment is valued at fair market value. The organization received a donated van valued at \$11,500.

Functional Allocation of Expenses

The costs of the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the programs and supporting services benefited.

HOPE ON HAVEN HILL, INC.  
 NOTES TO FINANCIAL STATEMENTS (CONTINUED)  
 For the Year Ended June 30, 2017

NOTE B - LINE OF CREDIT

Hope on Haven Hill, Inc. has a \$24,999 revolving line of credit with Provident Bank established to provide working capital support. The agreement requires monthly interest only payments of prime plus 1.5% and is secured by all the business assets. As of June 30, 2017 the interest rate was 5.75% and the outstanding balance was \$24,999. The balance is due in full upon lender's demand.

NOTE C - RELATED PARTY AND LEASING ARRANGEMENT

Hope on Haven Hill, Inc. entered into an operating lease with a former Executive Director (see Note A - Subsequent Events) to rent a residential home in Rochester owned by her as the care facility. The term of the lease is for twenty years with rent of \$2,200 per month and a 2.5% increase every five years. This lease includes an option to purchase the residence at any time at fair market value to be determined by the average of two independent appraisals.

The Organization is leasing office space from an unrelated party in Somersworth, New Hampshire which began March 1, 2017. The lease is for a two year term and requires a monthly payment of \$1,600.

Future minimum lease payments are as follows for the years ended June 30,

2018. . . . .	\$ 45,600
2019. . . . .	39,200
2020. . . . .	26,400
2021. . . . .	26,400
2022. . . . .	26,840

NOTE D - ACCRUED PAYROLL ITEMS

For the year ended June 30, 2017, accrued payroll items consisted of the following:

Payroll and payroll taxes	\$ 18,969
Earned time	<u>12,191</u>
Totals	\$ <u>31,160</u>

HOPE ON HAVEN HILL, INC.  
NOTES TO FINANCIAL STATEMENTS (CONTINUED)  
For the Year Ended June 30, 2017

NOTE E - TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets represent contributions received, which are restricted to expense as designated by the donors. There were \$170,206 temporarily restricted net assets that were released from donor restrictions by incurring expenses satisfying the restricted purposes for the year ending December 31, 2017.

NOTE F - CONCENTRATION OF CREDIT RISK

As of June 30, 2017, Hope on Haven Hill has no cash balance held by a bank in excess of the amount insured by the Federal Deposit Insurance Corporation.

Hope on Haven Hill derived approximately 64% of its operating revenue from government agencies.

NOTE G - RISK CONCENTRATION AND ECONOMIC DEPENDENCE

Home on Haven Hill, Inc. derives significant revenue from grants and contracts with other nonprofit organizations and government agencies. Continuation of certain programs is dependent upon such revenues.

NOTE H - CONTRACTS, FEES AND GRANTS FROM GOVERNMENT AGENCIES

Hope on Haven Hill, Inc. receives money under various state and federal contracts and grants. Under the terms of these grants, the Organization is required to use the funds within the grant period for purposes specified in the contract. If expenditures of the grant were found not to have been made in compliance with the contract, the Organization is required to repay the grantors' funds. Because specific amounts, if any, have not been determined by grantor agency audits or assessed as of June 30, 2017, no provision has been made for this contingency.

Contracts, fees and grants from government agencies consist of the following for the year ended June 30, 2017:

Department of Health and Human Services	\$ 461,903
City of Rochester, CDBG	<u>102,456</u>
TOTAL	\$ <u>564,359</u>

Form **8879-EO**

**IRS e-file Signature Authorization  
for an Exempt Organization**

OMB No. 1545-1878

For calendar year 2016, or fiscal year beginning 7/01, 2016, and ending 6/30, 20 17

▶ Do not send to the IRS. Keep for your records.

▶ Information about Form 8879-EO and its instructions is at [www.irs.gov/form8879eo](http://www.irs.gov/form8879eo).

**2016**

Department of the Treasury  
Internal Revenue Service  
Name of exempt organization

**HOPE ON HAVEN HILL, INC.**

Employer identification number

**47-4623824**

Name and title of officer  
**MICHAEL MURPHY CPA  
TREASURER**

**Part I Type of Return and Return Information (Whole Dollars Only)**

Check the box for the return for which you are using this Form 8879-EO and enter the applicable amount, if any, from the return. If you check the box on line 1a, 2a, 3a, 4a, or 5a, below, and the amount on that line for the return being filed with this form was blank, then leave line 1b, 2b, 3b, 4b, or 5b, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. Do not complete more than 1 line in Part I.

1a Form 990 check here ▶ <input checked="" type="checkbox"/>	b Total revenue, if any (Form 990, Part VIII, column (A), line 12)	1b	<b>898,527</b>
2a Form 990-EZ check here ▶ <input type="checkbox"/>	b Total revenue, if any (Form 990-EZ, line 9)	2b	
3a Form 1120-POL check here ▶ <input type="checkbox"/>	b Total tax (Form 1120-POL, line 22)	3b	
4a Form 990-PF check here ▶ <input type="checkbox"/>	b Tax based on investment income (Form 990-PF, Part VI, line 5)	4b	
5a Form 8868 check here ▶ <input type="checkbox"/>	b Balance Due (Form 8868, line 3c)	5b	

**Part II Declaration and Signature Authorization of Officer**

Under penalties of perjury, I declare that I am an officer of the above organization and that I have examined a copy of the organization's 2016 electronic return and accompanying schedules and statements and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the organization's electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the organization's return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the organization's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the organization's electronic return and, if applicable, the organization's consent to electronic funds withdrawal.

Officer's PIN: check one box only

I authorize **MURPHY, POWERS & WILSON CPAS, PC** to enter my PIN **33333** as my signature  
ERO firm name Enter five numbers, but do not enter all zeros

on the organization's tax year 2016 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

As an officer of the organization, I will enter my PIN as my signature on the organization's tax year 2016 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Officer's signature ▶ \_\_\_\_\_ Date ▶ **03/19/18**

**Part III Certification and Authentication**

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

**02056311111**  
do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2016 electronically filed return for the organization indicated above. I confirm that I am submitting this return in accordance with the requirements of Pub. 4163, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature ▶ \_\_\_\_\_ Date ▶ **03/19/18**

**ERO Must Retain This Form — See Instructions  
Do Not Submit This Form To the IRS Unless Requested To Do So**

For Paperwork Reduction Act Notice, see back of form.

Form **8879-EO** (2018)

**MURPHY, POWERS & WILSON CPAs, PC  
ONE MERRILL INDUSTRIAL DRIVE  
HAMPTON, NH 03842-1942  
603-926-8063**

March 19, 2018

**CONFIDENTIAL**

HOPE ON HAVEN HILL, INC.  
326 ROCHESTER HILL RD. PO BOX 1272  
ROCHESTER, NH 03867

Dear Meredith:

We have prepared the following returns from information provided by you without verification or audit.

Return of Organization Exempt From Income Tax (Form 990)

We suggest that you examine these returns carefully to fully acquaint yourself with all items contained therein to ensure that there are no omissions or misstatements. Attached are instructions for signing and filing each return. Please follow those instructions carefully.

Enclosed is any material you furnished for use in preparing the returns. If the returns are examined, requests may be made for supporting documentation. Therefore, we recommend that you retain all pertinent records for at least seven years.

In order that we may properly advise you of tax considerations, please keep us informed of any significant changes in your financial affairs or of any correspondence received from taxing authorities.

If you have any questions, or if we can be of assistance in any way, please call.

Sincerely,

MURPHY, POWERS & WILSON CPAs, PC

**Filing Instructions**

**HOPE ON HAVEN HILL, INC.**

**Exempt Organization Tax Return**

**Taxable Year Ended June 30, 2017**

**Date Due:** May 15, 2018

**Remittance:** None is required. Your Form 990 for the tax year ended 6/30/17 shows no balance due.

**Signature:** You are using a Personal Identification Number (PIN) for signing your return electronically. Sign the IRS e-file Authorization and mail it as soon as possible to:

MURPHY, POWERS & WILSON CPAs, PC  
ONE MERRILL INDUSTRIAL DRIVE  
HAMPTON, NH 03842-1942

**Other:** Your return is being filed electronically with the IRS and is not required to be mailed. Mailing a paper copy of your return to the IRS will delay the processing of your return.

Kevin Irwin	Chairman	Goodwin Community Health	311 NH-108	Somersworth, NH
Sarah Landres, Esq.		Public Defender Program	15 4th St	Dover NH
Michael Murphy CPA	Treasurer	Murphy Powers & Wilson	1 Merrill Industrial Dr	Hampton NH
Joseph Hannon MD			1 Thornton Lane	Lee NH
Kathleen Routhier RN	Secretary	Wentworth Douglas Hospital	789 Central Ave	Dover NH
Jack Buckley				
Colin Walker				
Mary Ellen Jackson		Interi, Executive Director	350 Ridge Rd	York ME



# Mary Ellen Jackson

## **Career Objectives**

To assume a leadership position within an organization dedicated to advancing the common good through innovation, leadership and collaboration.

To bring my experience, knowledge and leadership strengths into play to support the success of an collaborative team pursuing a shared vision.

To be part of a focused strategy designed to improve the overall health and vitality of families and communities in the state of Maine and beyond.

## **Employment**

### **President and CEO of the NH Center for Nonprofits**

**2005-2015**

Led the transformation of a 30 year-old association of nonprofits from an outdated trade center into a vibrant center for nonprofit advocacy and leadership development.

This role demanded visionary leadership, intense collaboration, innovative project development, fiscal management and strategy, fund raising, board development and the capacity to foster unity in the nonprofit sector and spearhead strategies to elevate the sectors visibility.

Milestones included quadrupling membership, writing several nationally recognized impact reports, establishment of an innovative online shared resource platform and a suite of relevant ongoing educational and convening opportunities for nonprofit leaders.

In addition, strategic and intentional partnerships were formed with more than 30 foundation leaders, individual donors, The Business and Industry Association, the Colleges and University Council, NH Hospital Association and multiple government agencies and networks of nonprofits.

### **Executive Director of FamilyStrength**

**2003-2005**

Oversaw a \$1.5 million statewide behavioral health organization, which was in the midst of a turn-around and eventual merger. This experience involved bringing the board and staff to a consensus on what was best for the mission and then what was best for the organization and staff. I led an intense period of analysis, organizational assessment, staff coaching and board leadership development and decision-making. The end result was a merger.

### **Executive Director, Family Resource Center of Strafford County**

**1993-2003**

Led the second phase of lifecycle development for the Family Resource Center, which focused on child abuse prevention and early literacy. I was responsible for bringing the organization from a \$250,000 budget to a \$1.5 million budget with a regional footprint. Developed partnerships with a broad range of community and foundation leaders, donors, school system officials, parents, health care leaders and business partners to and achieve measureable impact. Award winning program.

**Regional Program Director of Tri-State Mediation****1994-2003**

Developed and implemented mediation programs for junior high students in three regional schools in southern NH. Worked closely with the faculty, students and area resource providers to support the success of youth to develop alternative dispute resolution skills.

**Owner of small family business in Maine****1984-1994**

For ten years co-owned and operated a regional garden center and landscaping company.

**Adjunct Faculty , University of NH Thompson School****2000-2005**

Taught grant writing, fundraising and nonprofit management at UNH as time and need permits.

**Paralegal: Law Firm of Thornton and Early, Boston Ma.****1981-1984**

Worked with victims of mesothelioma and helped prepare them as witnesses. Clients involved pipefitters living throughout Maine and NH who were victims of toxic products, specifically asbestos.

**Education**

Masters Degree in Organizational Management, New England College

Bachelors Degree in Journalism, University of New Hampshire

16 Credit Certification in Mediation, UNH

Leadership and Management Certificate Program, Kellogg School of Management, Chicago

**Awards and Recognitions**

One of 25 People Shaping New Hampshire's Future: Business NH Magazine Recognition

Outstanding Women of the Year, Keene State College

Citizenship and Leadership Award 2012- Citizens Bank NH

The NH Advantage Award- Business and Industry Association

Recognized multiple years as one of New Hampshire's Most Influential Leaders; NH Magazine

Nonprofit Business of the Year: Business NH Magazine

**Board Service and Speaking Engagements**

Currently serve as an officer on the National Council of Nonprofits, Washington, DC.

NH Fiscal Policy Center Board, United Way of the Greater Seacoast Board, Strafford County Network Board, Dover Rotary Board, Family Support NH Board, NH Alcohol and Drug Abuse Commission.

Recent speaking engagements: National Volunteer Association Annual Conference, National Council of Nonprofits Members Conference, Maine Association of Nonprofits Leadership Forum, Regional Association of Land Trusts, Association of Safety Councils, Service Providers of New England, Council for the Arts in New Hampshire, Boys and Girls Club of Southern New Hampshire, Network of Family Support Organizations, Leading Age Maine and NH, NH Public Defenders Board, New Futures Forum.

# Jennifer Stout

## Work Experience

### **Clinical Director**

Hope on Haven Hill - Rochester, NH  
September 2016 to Present

As a founding member of this organization, worked to build structure and programming from the ground up. Worked to develop policies and procedures, train staff, and develop curriculum for an 8-bed residential facility treating substance use and co-occurring disorders for pregnant and parenting women that opened 12/16. Currently oversee programming and facilitate treatment at 3 levels of care including residential, intensive outpatient, and outpatient individual and group therapy. Carry a caseload of individual clients and offer specific interventions for trauma treatment including EMDR. Supervise clinical staff towards licensure.

### **Intensive Outpatient Director**

Goodwin Community Health - Somersworth, NH  
March 2016 to September 2016

Worked with agency staff to design and implement an Intensive Outpatient program at Goodwin Community Health to treat co-occurring disorders. Developed a curriculum for a 3-phased program. Work with community agencies including hospitals, corrections, and health centers to screen, assess, and admit clients into the program, monitor their progress, and develop a plan for completion.

### **Therapist**

ROAD To a Better Life - Somersworth, NH  
June 2014 to June 2016

Provided initial assessment and treatment planning for clients participating in Suboxone treatment program.

Maintained a caseload of individual therapy clients diagnosed with co-occurring disorders. Planned and facilitated 3-4 therapy groups per week, including gender specific programming for women, exploring topics such as the science of addiction, relapse prevention, recovery skills and healthy relationships.

### **Substance Abuse and Mental Health Counselor**

Manchester Community Health Center - Manchester, NH  
March 2015 to March 2016

Provided individual assessment and treatment for individuals with mental health and substance use disorders in a community health care setting. Provide brief and longer term counseling, as well as specialized substance abuse and trauma treatment to clients as appropriate, including Seeking Safety,

DBT, and Progressive Counting. Work with medical staff, interpreters, nutritionists and community workers to provide integrated care for a diverse population.  
Supervise clinicians towards MLADC certification.

**Substance Abuse Counselor**

Families First. Healthcare for the Homeless - Portsmouth, NH  
September 2010 to June 2014

Provided individual and group substance abuse counseling in the community to individuals who were homeless. Worked closely with medical and care coordination staff on the mobile health care van to meet and offer services to clients in a timely manner. Offered assessment, treatment planning and ongoing counseling using motivational interviewing, cognitive behavioral, DBT, and trauma-informed approaches. Offered crisis intervention services as needed, often working closely with other local agencies to respond best to clients needs.

**Clinical Case Manager, Crisis Clinician**

Counseling Services Inc - Biddeford, ME  
September 2004 to August 2010

-Clinician, Crisis Response Services: Provided telephone support and assessment, as well as face-to-face assessments for adults and children experiencing psychiatric emergencies. Work with clients, agency supervisors and psychiatrists to create a disposition that maintains client safety in the least restrictive setting.

-Clinical Case Manager: Provided supportive counseling and case management services to adults with severe and persistent mental illness. As member of Intensive Community Integration team, worked with clients needing a high level of care. Facilitated family meetings, provided crisis intervention services, took part in weekly multi-disciplinary team meeting. Co-facilitated skills building and activity group weekly.

Education

**MSW**

Boston University - Boston, MA  
September 2002 to May 2006

**Master's in Sociology**

University of Pennsylvania - Philadelphia, PA  
September 1999 to January 2002

**Bachelor's in Sociology**

Haverford College - Haverford, PA  
September 1993 to May 1997

Skills

Trained in DBT, EMDR Basic level, CBT

**Trainings/ Presentations:**

Home Visitor Conference, DHHS, NH, 2014: "The Impact of Adverse Childhood Experiences on Home Visiting in New Hampshire".

National Healthcare for the Homeless Annual Conference, 2014: "Understanding Homelessness, Adverse Childhood Experiences, and High Risk Behaviors".

Staff Training, Trauma-Informed Care, Ethics, and Healthy Boundaries: Crossroads House, Portsmouth NH, 2015, 2016, 2017.

Parkland Medical Center Behavioral Health Unit, Lunch and Learn: "Trauma Informed Care and Understanding Challenging Behaviors", 2017.

New Hampshire Addiction Summit, "Understanding High Risk Behaviors and Providing Trauma-Informed Care", 2017.

Mass General Hospital Institute of Health Professionals: "Trauma-Informed Care for Nurses", 2016, 2017.

UNH Department of Professional Development: "Trauma-Informed Care Training", Full-Day Training for Clinicians and School Professionals, 2017, 2018.

Certifications/Licenses

**LICSW, July 2018**

**MLADC, June 2018**

**CCTP (Certified Clinical  
Trauma Professional)**

pending

## Kerrylee Norton, RN

[Knorton@hopeonhavenhill.org](mailto:Knorton@hopeonhavenhill.org)

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### Work Experience

#### Dates Employed

7/1/15-Present

Program Director/Co-founder

Hope on Haven Hill, Rochester NH

Co-Founder of emerging Non-Profit Residential treatment facility for Pregnant Women with Substance Use Disorder. Responsibilities include but not limited to, Filing for 501 c(3), Grant writing, preparing and testifying for Varlance and Planning Board, Submitting application for Level 3.5 Inpatient treatment facility licensure, Prepare policies and procedures and admission criteria, prepare facility policies, Coordinate fundraising and volunteers, Give presentations to local schools, civic agencies, businesses and NH allies, Advocate for Prevention, Treatment and Recovery services for NH and care for Men and Women who reach out to us while unable to access care in NH and assist them with getting support and treatment. After opening supervise and train Recovery support staff. Maintain schedule for recovery support for programming schedule of residential program. Implement, monitor and supervise medication management of residential programming. Implement, monitor and supervise urine drug screenings for residential program. Responsible for day to day operations of residential program.

11/2008-11/13/2015

RN

Garrison Women's Health Center, Dover NH

Triage and Infertility Nurse in Busy OB-GYN office. Responsibilities include but not limited to triaging all patient calls, New Prenatal OB intakes, Essure Procedures, Infertility coverage including call weekends, Employee Health, OSHA training and compliance for all employees, new hire training and policy and protocol implementation.

1/2006-4/2010

RN, CPSN

Atlantic Plastic Surgical Center, Portsmouth NH

All facets of care for patients undergoing Ambulatory Surgery. Admit patients, Circulate and Scrub during surgical cases and Recover patients in PACU. Certified as a Certified Plastic Surgical Nurse with National Certification in Skin Wellness. Certified to perform Microdermabrasion, Chemical Peels and Laser Therapy.

**5/1994-10/2008**

**Maternal Child Health RN/Resource Nurse**

**Portsmouth Regional Hospital, Portsmouth NH**

**All facets of Maternal Health, including Labor and Delivery, Postpartum Well Baby Nursery, Level 2 Nursery, Pediatrics, Scrub and PACU for Cesarean Sections, Breast Feeding support, Sibling Class facilitator, NRP Instructor, PALS Instructor, Resource/Charge Nurse and Staff orientation.**

**1/2002-1/2005**

**Pediatric Nurse**

**Portsmouth Pediatric Associates, Portsmouth NH**

**Weekend coverage for Triage care for sick visits of all Pediatric patients in a very busy pediatric practice. As the only nurse covering on weekends I became very competent in all facets of pediatric care and emergencies.**

**1/2002-1/2005**

**Triage Nurse and Childbirth Educator**

**Harbour Women's Health, Portsmouth NH**

**Triaged all patient medical concerns. Reviewed all Laboratory reports and followed up with patient results and treatment protocols. Assisted Dr. Lantinen with infertility patients. Taught and coordinated all Childbirth Education programs.**

**5/1993-5/1995**

**Triage Nurse**

**York OB-GYN Associates, York Me**

**Triage all patient concerns and assist physicians with patient care.**

**9/1993-5/1994**

**Substitute School Nurse**

**SAD 60, Berwick ME**

**Substitute School Nurse in SAD 60. Worked in all School. Elementary, Middle School and High School.**

**Past and Present Certifications:**

**NRP, BCLS, ACLS, CPSN And STABLE. Maine State Registered Nurse, License compact state.**

**References upon request**

# Lindsey K. Mogren, MSW, LICSW

## AREAS OF INTEREST

Maternal and Perinatal Health

Substance Abuse and Substance Exposed Newborns

Medical Social Work

Child Welfare and Development

Public Health

Clinical Assessment and Planning

Counseling

## PERSONAL SKILLS

Strong Writing and Assessment

Effective Communication

Excellent Organizational Skills

Strategic Planning and Implementation

Maintaining Professional Relationships

## EDUCATION

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**University of New Hampshire, Durham, NH**  
Master of Social Work, 2008, Clinical Track

**University of New Hampshire, Durham, NH**  
Bachelor of Science in Business Administration, 2003

## PROFESSIONAL CLINICAL EXPERIENCE

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Anna Jaques Hospital, Newburyport, MA  
*Clinical Social Worker - 2010-Present*

Provide social work intervention to patients on the Birth Center and Neonatal Care Center, as well as the outpatient OB Practice.

- Developed and implemented program to serve pregnant women with substance use disorder during both the prenatal and immediate postnatal period. Program includes prenatal assessment and treatment planning, weekly support group, brief intervention and referral to treatment, relapse prevention and recovery planning.
- Coordinate aftercare plan to include referrals to appropriate community resources and agencies based on needs of patients. Includes ongoing collaboration with agencies to facilitate success in the community, such as Early Intervention, Department of Children and Families, Visiting Nurse Agency, etc.
- Track metrics of grant funded project to demonstrate impact and need for future funding.

Counseling Services Inc, Crisis Response Team, Biddeford, ME  
*Crisis Response Clinician - 2008-2010*

Worked as a member of the countywide crisis response team to provide crisis intervention, assessment, and referral to identified clients. Worked as part of a clinical team to provide intervention to those in psychiatric emergency, and to help coordinate a plan of care that would address their emergent needs.



- Conducted thorough psychosocial assessments with mental health consumers in crisis; assessments performed in hospitals, in the community, and at agency office.
- Collaborated as part of a multi-disciplinary team that includes other mental health professionals in the field, nursing staff, psychiatrists, child protective services, school representatives, and the legal system, to determine and facilitate referrals to the most appropriate level of care for clients, including obtaining prior authorization when necessary.
- Utilized knowledge of community resources to make appropriate referrals for clients, including mental health and substance abuse intervention and treatment.
- Provided brief therapy and supportive services to consumers and their families, in person and over the crisis hotline, to consumers utilizing crisis services.

Wentworth-Douglass Hospital, Dover, NH  
*Clinical Social Worker; per diem - 2008-2009*

As a per diem social worker in a hospital providing comprehensive care, this position required the flexibility and ability to adapt to multiple units with different populations and need.

- Participated in multi-disciplinary team to facilitate discharge planning for patients, including appropriate community referrals and coordination of care, advance care planning, palliative care, and the provision of financial and community resources.
- Completed psychosocial assessments and provide support to patients and their families as needs dictate.
- Coordinated with collateral agencies and facilities to ensure continuum of care for patients.

Spring Harbor Hospital, Westbrook, ME  
*Psychiatric Social Work Intern; Adolescent Unit - Fall 2007-Spring 2008*

Advanced clinical internship placement, which allowed the opportunity for clinical assessment, intervention, and discharge planning. This position provided a framework for clinical assessment and diagnostic work in a psychiatric setting.

- Completed psychosocial social work assessments for incoming adolescents.
- Facilitated weekly social work group focused on developing empathy, strengths, communication, social skills, and symptom reduction.
- Provided supportive brief therapy to adolescents and their families
- Worked as a member of an interdisciplinary team to differentially diagnose, develop appropriate treatment plans, and provide comprehensive treatment and discharge planning
- Coordinated aftercare services with outpatient providers

Wentworth-Douglass Hospital, Dover, NH  
*Patient Advocate - 2007*

- Advocated on behalf of patients' interests in regards to their care.
- Provided support to patients and their families while in the hospital.
- Documented and investigated patient and family feedback and complaints as part of the performance improvement process.

## **INSTRUCTIONAL EXPERIENCE**

**University of New Hampshire**, Durham NH, 2016 - present

*Adjunct Faculty - College of Health and Human Services, Department of Social Work*

- Field Seminar Instructor – Online
- MSW Intern Field Liaison
- MSW Field Supervisor

**Granite State College**, Portsmouth, NH and Rochester, NH, 2015-2016

*Adjunct Faculty – School of Health and Human Services*

- Helping and the Human Services – Online
- The Psychology of Organizational Stress – Face to Face
- Human Development - Online

### **LICENSURE**

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LICSW – State of Massachusetts  
License Eligible in all other states

### **REFERENCES**

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Alison Sekelsky, RN, MSN  
Phone: 978-463-1060  
asekelsky@ajh.org

Yvette Bailey, RN, MBA, CCM  
Phone: 978-463-1166  
ybailey@ajh.org

Jennifer Goodwin, MSW, LCSW  
Phone: (207)205-5741  
Email: jgoodwinlcsw@gmail.com

Trish Cox, M.S. Ed, MSW, CCLS  
Phone: 603-686-9407  
Email: Trish.cox@unh.edu

# LISA GAUTHIER

**Objective:** To obtain a position in the field of social service dealing with individuals and families. Great problem solving skills and strong work ethic with 9 years experience in healthcare ready to contribute my knowledge and experience to the field of social work.

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## CORE STRENGTHS

- Ability to analyze, discuss, detect, observe and solve difficult social issues
- Patience, love and keen interest in helping individuals and oppressed populations
- Ability to develop good relationships with clients
- Possess effective communication skills
- Ability to handle pressure and work independently
- Know-how to keep sensitive information confidential
- Ability to utilize theories and practice model appropriately

## FIELD EXPERIENCE

Frisbie Memorial Hospital, Rochester, NH

*Care Management Department, GeroPsychiatry*

September, 2016 – April, 2017

- Communicate and collaborated with members of the healthcare team as well as patients to help plan for treatment
- Participated in patient and family meetings to resolve issues surrounding in-hospital and post-hospital care
- Conducted Admission Assessment on incoming patients and developed a treatment plan related to their social service issues
- Conducted group work with patients on the geropsychiatry unit utilizing Cognitive Behavioral Therapy techniques
- Worked in relation with other social service agencies throughout the state and some out of state agencies to acquire service and assistance that patients needed
- Participated in Care Coordination Rounds
- Provided education to patient and families in regards to social services that they have been set up with
- Maintained accurate, thorough, narrative documentation on patients
- Developed discharge plans for patients

## WORK EXPERIENCE

Frisbie Memorial Hospital Rochester, NH

*Licensed Nursing Assistant November 2010 - Present*

- Assists RN with data collection on admission and throughout the patients hospitalization
  - Collects specimens and assists in the performance of procedures within the scope of practice of an LNA
-

- Observes and reports patients needs and responses
- Demonstrates good judgment in analyzing facts and conditions to determine what actions should be taken or reported to the RN.
- Assists in the admission, transfer, and discharge process of patients.
- Performs all duties maintaining patient confidentiality, privacy, and respect.

**Interventional Spine Medicine Barrington, NH**

*Administrative Assistant/ Case Manager March 2008 - November 2011*

- Payroll
- Human resources (new hire)
- Credentialing for Physicians in the office
- Maintain medical records and referrals
- Case management
- Providing information for patients to receive outside services in relation to their condition.

**Hyder Family Hospice Dover, NH**

*Licensed Nursing Assistant March 2009 - April 2013*

- Provide comfort to patients and their families
- Provided support for patients and their families in regards to patients last requests
- Provided end of life care while maintaining the respect and dignity of the patients.

**EDUCATION**

Granite State College Concord, NH

*Bachelors of Science: Healthcare Administration/Gerontology, June 2008*

University of New England Biddeford, ME

*Masters of Clinical Social Work, May, 2017*

**Organizations**

*Member of the National Association of Social Workers, 2015*

## KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Hope on Haven Hill

Name of Program/Service: Residential Treatment, Recovery I and Outpatient Services

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
Mary E Jackson, Interim Executive Director (one year)	\$72,000	30.00%	\$21,600.00
Jennifer Stout, LADAC, MSW Clinical Director	\$72,000	40.00%	\$28,800.00
Kerry Norton, RN, Program Director	\$68,000	40.00%	\$27,200.00
Faith Anne Blue, Recovery Worker Certified	\$32,000	60.00%	\$19,200.00
Adelle Robinson, Recovery Worker	\$28,000	60.00%	\$16,800.00
Lindsey Mogren, MSW	\$62,000	30.00%	\$18,600.00
Lisa Gauthier, MSE	\$55,000	30.00%	\$16,500.00
	\$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
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$148,700.00</b>

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.

Subject: Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST-07)



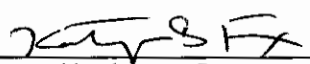
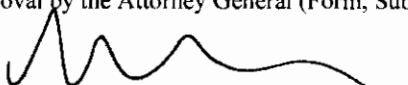
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Manchester Alcoholism Rehabilitation Center		1.4 Contractor Address 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 \$1,118,371
1.9 Contracting Officer for State Agency E. Maria 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 Acknowledgement: 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 <b>CYNTHIA ROSS, Notary Public</b> <b>My Commission Expires March 12, 2019</b>			
1.14 State Agency Signature  Date: <u>6/7/18</u>		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>Magn A. [Signature] / spl 6/8/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**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-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all 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, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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 supersedes 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

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- 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. 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.

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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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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;
- 2.5.8.1.3.3. 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
- 2.5.12. 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

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- 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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Exhibit A

- 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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Exhibit A

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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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Exhibit A

- 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



Exhibit A

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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Exhibit A

- 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. 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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Exhibit A

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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. Asses 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.





Exhibit A

- 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.

### 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 8.1.2).
  - 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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Exhibit A

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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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Exhibit A

- 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.



Exhibit A

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;



Exhibit A

- 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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Exhibit A

- 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 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. 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



Exhibit A

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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Exhibit A

- 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:





Exhibit A

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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 541-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:29; 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.**



### 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: Addiction 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



### Exhibit A-1 Operational Requirements

- 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;



### Exhibit A-1 Operational Requirements

- 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



### Exhibit A-1 Operational Requirements

- 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.



### Exhibit A-1 Operational Requirements

- 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.
16. Personal Rights.
  - 16.1. 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.
  - 16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:





### Exhibit A-1 Operational Requirements

- 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;
    - 19.1.6. 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;



### Exhibit A-1 Operational Requirements

- 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



### Exhibit A-1 Operational Requirements

- 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.



### Exhibit A-1 Operational Requirements

- 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.



### Exhibit A-1 Operational Requirements

- 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.



### Exhibit A-1 Operational Requirements

- 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.



### Exhibit A-1 Operational Requirements

- 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



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

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- 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:

<b>Percentage of Client's income of the Federal Poverty Level (FPL)</b>	<b>Percentage of Contract Rate in Exhibit B-1 to Charge the Client</b>
0%-138%	0%
139% - 149%	8%
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

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- 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.

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Exhibit B-1

**Service Fee Table**

- 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**

<b>Service</b>	<b>Contract Rate: Maximum Allowable Charge</b>	<b>Unit</b>
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	\$154.00	Per day
Medically Monitored Inpatient Withdrawal Management (ASAM Level 3.7 WM)	\$215.00	Per day
Recovery Support Services: Individual Intensive Case Management	\$16.50	15 min
Recovery Support Services: Group Intensive Case Management	\$5.50	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 procedures.
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. **Retroactive 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 amounts 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;



- 7.3. 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 \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO 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 EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, 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



- 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.

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**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 affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope 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.



**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 GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services  
Exhibit D



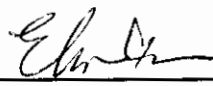
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 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
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV


The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: Manchester Alcoholism Rehabilitation Center

5/31/18  
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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information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**


11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Manchester Alcoholism Rehabilitation Center

5/31/18  
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 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

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

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Manchester Alcoholism Rehabilitation Center

5/31/18  
Date


  
Name: Elin Treanor  
Title: CFO

Exhibit G

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

Contractor Initials ET



**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: Elin Treanor  
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 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



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 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services  
The State

Katja S Fox  
Signature of Authorized Representative

Katja S Fox  
Name of Authorized Representative

Director  
Title of Authorized Representative

6/7/18  
Date

Manchester Alcoholism Rehabilitation Center  
Name of the Contractor

Elin Treanor  
Signature of Authorized Representative

Elin Treanor  
Name of Authorized Representative

CFO  
Title of Authorized Representative

5/31/18  
Date



**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.

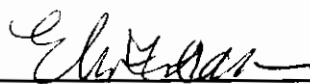
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

5/31/18  
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: 948500285
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO  YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

## I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

### A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a





request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

## II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

#### A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

Handwritten initials in black ink, appearing to be 'GH'.



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's 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.



- 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 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and



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

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

**VI. PERSONS TO CONTACT**

- A. DHHS 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

DHHSPrivacy.Officer@dhhs.nh.gov

# 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 Member of Manchester Alcoholism Rehabilitation Center.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Members of  
the Agency duly held on April 11, 2018 :  
(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 31st day of May, 2018.  
(Date Contract Signed)

4. Elin Treanor is the duly elected Chief Financial Officer  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Betty Burke  
(Signature of the Elected Officer)

STATE OF New Hampshire

County of Hillsborough

The forgoing instrument was acknowledged before me this 31<sup>st</sup> day of May, 2018.

By Elin Treanor  
(Name of Elected Officer of the Agency)

Cynthia Ross  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

**CYNTHIA ROSS, Notary Public**  
**My Commission Expires March 12, 2019**

Commission Expires: \_\_\_\_\_



# State of New Hampshire

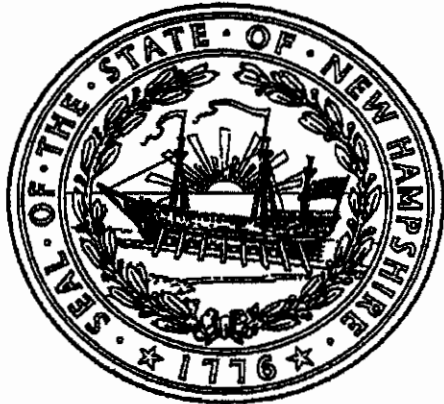
## Department of State

### 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 : 0004080289



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 3rd day of April A.D. 2018.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2017

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	
INSURED Easter Seals New Hampshire, Inc 555 Auburn Street  Manchester NH 03103	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: The North River Insurance Company	21105
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 18-19 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			406-7293041	1/1/2018	1/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

<b>CERTIFICATE HOLDER</b>  Department of Health and Human Services 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b>  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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**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
8/23/2017

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).

<b>PRODUCER</b> USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>855 874-0123</b>	FAX (A/C, No):
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Easter Seals NH, Inc. 555 Auburn Street Manchester, NH 03103	INSURER(S) AFFORDING COVERAGE	
	INSURER A : <b>Philadelphia Insurance Company</b>	NAIC # <b>23850</b>
	INSURER B : <b>Philadelphia Indemnity Insuranc</b>	<b>18058</b>
	INSURER C :	
	INSURER D :	
	INSURER E :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Professional Liab</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	PHPK1698158	09/01/2017	09/01/2018	EACH OCCURRENCE <b>\$1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) <b>\$100,000</b> MED EXP (Any one person) <b>\$5,000</b> PERSONAL & ADV INJURY <b>\$1,000,000</b> GENERAL AGGREGATE <b>\$3,000,000</b> PRODUCTS - COMP/OP AGG <b>\$3,000,000</b> \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	PHPK1698146	09/01/2017	09/01/2018	COMBINED SINGLE LIMIT (Ea accident) <b>\$1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION <b>\$10K</b>	X	X	PHUB596909	09/01/2017	09/01/2018	EACH OCCURRENCE <b>\$15,000,000</b> AGGREGATE <b>\$15,000,000</b> \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>EDP</b>			PHPK1698158	09/01/2017	09/01/2018	<b>\$1,619,050</b> <b>\$500 Deductible</b> <b>Special Form Incl Theft</b>

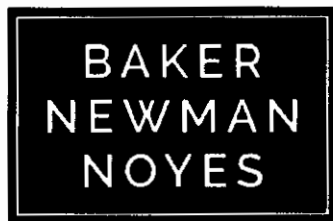
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Supplemental Names\*:Easter Seals ME, Inc., Manchester Alcohol Rehabilitation Center, Inc., dba The Farnum Center, Easter Seals VT, Inc.,-The General Liability policy 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 above referenced on behalf of the (See Attached Descriptions)**

<b>CERTIFICATE HOLDER</b> Department of Health & Human Services, State of NH 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b> 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 <i>Sam Hart</i>
-----------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

*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 “*



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

Consolidated Financial Statements and  
Other Financial Information

*Years Ended August 31, 2017 and 2016  
With Independent Auditors' Report*

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATED FINANCIAL STATEMENTS AND  
OTHER FINANCIAL INFORMATION**

For the Years Ended August 31, 2017 and 2016

**CONTENTS**

	<u>Page</u>
Independent Auditors' Report	1
Audited Consolidated Financial Statements:	
Consolidated Statements of Financial Position	3
Consolidated Statements of Activities and Changes in Net Assets	4
Consolidated Statements of Functional Expenses	8
Consolidated Statements of Cash Flows	10
Notes to Consolidated Financial Statements	12
Other Financial Information:	
Consolidating Statements of Financial Position	35
Consolidating Statements of Activities and Changes in Net Assets	39
Consolidating Statements of Functional Expenses	43



## 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, 2017 and 2016, 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, 2017 and 2016, 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 Matters***

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.

As discussed in note 1, effective August 31, 2016, Easter Seals NH transferred its sole member interest in Easter Seals Rhode Island, Inc. to Fedcap Rehabilitation Services, Inc. As a result, these consolidated financial statements do not include the financial position of Easter Seals Rhode Island, Inc. at August 31, 2016, while the results of operations of Easter Seals Rhode Island, Inc. are included for the year then ended.

***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated December 4, 2017, 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 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 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, 2017



**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF FINANCIAL POSITION**

August 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
<u>ASSETS</u>		
Current assets:		
Cash and cash equivalents	\$ 3,619,043	\$ 1,695,042
Short-term investments, at fair value	2,816,344	2,749,256
Program, and other accounts receivable, less contractual allowance of \$8,302,300 in 2017, and \$7,372,700 in 2016, and allowance for doubtful accounts of \$2,004,100 in 2017 and \$1,510,600 in 2016	9,306,185	9,240,475
Contributions receivable, less allowance for doubtful accounts of \$87,500 in 2017 and \$75,100 in 2016	582,508	1,050,961
Current portion of assets limited as to use	1,566,680	330,085
Prepaid expenses and other current assets	<u>432,857</u>	<u>463,883</u>
Total current assets	18,323,617	15,529,702
Assets limited as to use, net of current portion	1,523,728	1,191,998
Fixed assets, net	28,448,341	26,371,886
Property held for sale	-	252,645
Investments, at fair value	12,027,698	11,399,182
Beneficial interest in trust held by others and other assets	<u>458,909</u>	<u>254,271</u>
	<u>\$60,782,293</u>	<u>\$54,999,684</u>
<u>LIABILITIES AND NET ASSETS</u>		
Current liabilities:		
Accounts payable	\$ 2,417,236	\$ 2,002,382
Accrued expenses	4,773,612	4,912,838
Current portion of deferred revenue	1,683,805	781,321
Current portion of capital lease obligation	20,995	60,617
Current portion of interest rate swap agreements	348,636	401,859
Current portion of long-term debt	<u>2,008,973</u>	<u>829,680</u>
Total current liabilities	11,253,257	8,988,697
Deferred revenue, net of current portion	-	944,167
Other liabilities	1,417,860	1,192,090
Capital lease obligation, net of current portion	-	20,995
Interest rate swap agreements, less current portion	2,293,037	3,086,120
Long-term debt, less current portion, net	<u>22,285,106</u>	<u>20,205,294</u>
Total liabilities	37,249,260	34,437,363
Net assets:		
Unrestricted	15,834,922	14,418,915
Temporarily restricted	2,683,135	1,243,906
Permanently restricted	<u>5,014,976</u>	<u>4,899,500</u>
Total net assets	23,533,033	20,562,321
	<u>\$60,782,293</u>	<u>\$54,999,684</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 15	<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 ACTIVITIES AND CHANGES IN NET ASSETS**

Year Ended August 31, 2016

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Public support and revenue:				
Public support:				
Contributions, net	\$ 398,559	\$ 1,228,217	\$ 415,485	\$ 2,042,261
Special events, net of related direct costs of \$829,743	292,525	1,356,066	-	1,648,591
Annual campaigns, net of related direct costs of \$147,622	414,544	105,904	-	520,448
Bequests	28,066	-	50,000	78,066
Net assets released from restrictions	<u>2,483,599</u>	<u>(2,483,599)</u>	<u>-</u>	<u>-</u>
Total public support	3,617,293	206,588	465,485	4,289,366
Revenue:				
Fees and grants from governmental agencies and others, net	54,894,416	-	-	54,894,416
Other grants	20,996,874	-	-	20,996,874
Dividend and interest income	492,444	2,601	-	495,045
Rental income	26,840	-	-	26,840
Other	<u>699,819</u>	<u>-</u>	<u>-</u>	<u>699,819</u>
Total revenue	<u>77,110,393</u>	<u>2,601</u>	<u>-</u>	<u>77,112,994</u>
Total public support and revenue	80,727,686	209,189	465,485	81,402,360
Operating expenses:				
Program services:				
Public health education	273,502	-	-	273,502
Professional education	20,607	-	-	20,607
Direct services	<u>70,998,387</u>	<u>-</u>	<u>-</u>	<u>70,998,387</u>
Total program services	71,292,496	-	-	71,292,496
Supporting services:				
Management and general	7,888,590	-	-	7,888,590
Fundraising	<u>1,280,675</u>	<u>-</u>	<u>-</u>	<u>1,280,675</u>
Total supporting services	<u>9,169,265</u>	<u>-</u>	<u>-</u>	<u>9,169,265</u>
Total functional expenses	80,461,761	-	-	80,461,761
Support of National programs	<u>37,375</u>	<u>-</u>	<u>-</u>	<u>37,375</u>
Total operating expenses	<u>80,499,136</u>	<u>-</u>	<u>-</u>	<u>80,499,136</u>
Increase in net assets from operations	228,550	209,189	465,485	903,224

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

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

Year Ended August 31, 2016

	<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	\$ (668,012)	\$ -	\$ -	\$ (668,012)
Net unrealized and realized gains on investments	267,616	8,117	-	275,733
Decrease in fair value of beneficial interest in trust held by others	-	-	(4,967)	(4,967)
Loss on sales and disposals of fixed assets	(11,659)	-	-	(11,659)
Other non-operating losses	<u>(15,341)</u>	<u>-</u>	<u>-</u>	<u>(15,341)</u>
	<u>(427,396)</u>	<u>8,117</u>	<u>(4,967)</u>	<u>(424,246)</u>
(Decrease) increase in net assets before effects of discontinued operations	(198,846)	217,306	460,518	478,978
(Loss) gain from discontinued operations – see note 15	<u>(34,483)</u>	<u>2,167</u>	<u>-</u>	<u>(32,316)</u>
(Decrease) increase in net assets before effects of deconsolidation of affiliate	(233,329)	219,473	460,518	446,662
Deconsolidation of affiliate – see note 14	<u>(33,129)</u>	<u>-</u>	<u>(35,760)</u>	<u>(68,889)</u>
Total (decrease) increase in net assets	(266,458)	219,473	424,758	377,773
Net assets at beginning of year	<u>14,685,373</u>	<u>1,024,433</u>	<u>4,474,742</u>	<u>20,184,548</u>
Net assets at end of year	<u>\$ 14,418,915</u>	<u>\$ 1,243,906</u>	<u>\$ 4,899,500</u>	<u>\$ 20,562,321</u>

See accompanying notes.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES**

Year Ended August 31, 2017

	Program Services <sup>(1)</sup>				Supporting Services <sup>(1)</sup>			Total Program <sup>(1)</sup> and Supporting Services Expenses	
	Public Health Education	Profes- sional Education	Direct Services	Total	Manage- ment and General	Fund- Raising	Total	2017	2016
Salaries and related expenses	\$164,816	\$ --	\$57,633,534	\$57,798,350	\$5,291,100	\$ 989,588	\$6,280,688	\$64,079,038	\$59,931,764
Professional fees	49,613	--	6,980,655	7,030,268	1,453,388	138,405	1,591,793	8,622,061	8,058,559
Supplies	4,514	--	2,133,879	2,138,393	58,328	40,861	99,189	2,237,582	1,954,279
Telephone	108	--	420,160	420,268	194,042	4,612	198,654	618,922	661,607
Postage and shipping	5,503	--	26,188	31,691	15,258	14,302	29,560	61,251	62,119
Occupancy	--	--	2,002,857	2,002,857	285,179	56,897	342,076	2,344,933	2,697,318
Outside printing, artwork and media	16,940	--	34,198	51,138	7,694	26,456	34,150	85,288	91,044
Travel	491	--	2,293,457	2,293,948	23,797	14,184	37,981	2,331,929	2,224,617
Conventions and meetings	20,911	30,599	184,289	235,799	7,697	13,885	21,582	257,381	204,230
Specific assistance to individuals	--	--	1,102,877	1,102,877	19,657	--	19,657	1,122,534	1,165,760
Dues and subscriptions	--	--	27,749	27,749	8,407	1,056	9,463	37,212	36,179
Minor equipment purchases and equipment rental	59	--	265,596	265,655	83,969	1,355	85,324	350,979	315,003
Ads, fees and miscellaneous	16,999	--	275,784	292,783	130,640	9,120	139,760	432,543	542,447
Interest	--	--	781,743	781,743	204,641	--	204,641	986,384	912,296
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	1,604,539
	<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>	<u>\$80,461,761</u>
	0.33%	0.04%	88.95%	89.32%	9.15%	1.53%	10.68%	100.00%	100.00%

<sup>(1)</sup> Excludes expenses related to discontinued operations – see note 15.

See accompanying notes.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES**

Year Ended August 31, 2016

	<u>Program Services <sup>(1)</sup></u>				<u>Supporting Services <sup>(1)</sup></u>			<u>Total Program <sup>(1)</sup> 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>2016</u>
Salaries and related expenses	\$159,903	\$ —	\$53,446,952	\$53,606,855	\$5,358,606	\$ 966,303	\$6,324,909	\$59,931,764
Professional fees	60,418	—	6,409,352	6,469,770	1,441,057	147,732	1,588,789	8,058,559
Supplies	2,455	—	1,853,930	1,856,385	70,867	27,027	97,894	1,954,279
Telephone	50	—	435,407	435,457	221,650	4,500	226,150	661,607
Postage and shipping	2,707	—	28,857	31,564	21,241	9,314	30,555	62,119
Occupancy	—	—	2,414,393	2,414,393	233,578	49,347	282,925	2,697,318
Outside printing, artwork and media	23,606	—	32,160	55,766	4,815	30,463	35,278	91,044
Travel	1,205	—	2,182,663	2,183,868	30,664	10,085	40,749	2,224,617
Conventions and meetings	16,492	20,607	137,197	174,296	8,519	21,415	29,934	204,230
Specific assistance to individuals	—	—	1,157,261	1,157,261	8,324	175	8,499	1,165,760
Dues and subscriptions	175	—	26,933	27,108	7,110	1,961	9,071	36,179
Minor equipment purchases and equipment rental	—	—	230,386	230,386	78,874	5,743	84,617	315,003
Ads, fees and miscellaneous	6,227	—	394,751	400,978	137,768	3,701	141,469	542,447
Interest	—	—	744,076	744,076	168,220	—	168,220	912,296
Depreciation and amortization	<u>264</u>	<u>—</u>	<u>1,504,069</u>	<u>1,504,333</u>	<u>97,297</u>	<u>2,909</u>	<u>100,206</u>	<u>1,604,539</u>
	<u>\$273,502</u>	<u>\$20,607</u>	<u>\$70,998,387</u>	<u>\$71,292,496</u>	<u>\$7,888,590</u>	<u>\$1,280,675</u>	<u>\$9,169,265</u>	<u>\$80,461,761</u>
	0.34%	0.02%	88.24%	88.60%	9.80%	1.60%	11.40%	100.00%

<sup>(1)</sup> Excludes expenses related to discontinued operations – see note 15.

See accompanying notes.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF CASH FLOWS**

Years Ended August 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Cash flows from operating activities:		
Increase in net assets	\$ 2,970,712	\$ 377,773
Adjustments to reconcile increase in net assets to net cash provided (used) by operating activities:		
Depreciation and amortization	1,754,576	1,604,539
Impairment	767,632	-
Bad debt provision	2,284,863	984,511
(Increase) decrease in fair value of beneficial interest in trust held by others	(6,743)	4,967
Net gain on sales and disposals of fixed assets and property held for sale	(3,329)	(41,204)
Loss on extinguishment of debt	63,031	-
Change in fair value of interest rate swaps	(846,306)	668,012
Net unrealized and realized gains on investments	(494,883)	(275,733)
Deconsolidation of affiliates – see note 14	-	68,889
Temporarily restricted contributions	(2,025,590)	(1,228,217)
Permanently restricted contributions	(108,733)	(415,485)
Changes in operating assets and liabilities:		
Accounts receivable from affiliates	-	98,710
Program and other accounts receivable	(2,350,573)	(3,110,706)
Contributions receivable	468,453	(445,705)
Prepaid expenses and other current assets	31,026	739,182
Other assets	(363,547)	28,331
Accounts payable and accrued expenses	275,628	880,435
Deferred revenue	(41,683)	(377,956)
Other liabilities	<u>225,770</u>	<u>181,982</u>
Net cash provided (used) by operating activities	2,600,304	(257,675)
Cash flows from investing activities:		
Purchases of fixed assets	(4,467,192)	(5,062,802)
Proceeds from sale of fixed assets and property held for sale	290,155	912,714
Cash provided for deconsolidation of affiliate	-	(500)
Change in investments, net	(200,721)	(1,622,433)
Change in assets limited as to use	<u>(1,568,325)</u>	<u>(197,887)</u>
Net cash used by investing activities	(5,946,083)	(5,970,908)
Cash flows from financing activities:		
Repayment of long-term debt and capital lease obligation	(18,945,588)	(4,152,220)
Issuance of long-term debt, net of bond issuance costs	22,081,045	5,079,404
Repayments on lines of credit	-	(262,356)
Temporarily restricted contributions	2,025,590	1,228,217
Permanently restricted contributions	<u>108,733</u>	<u>415,485</u>
Net cash provided by financing activities	<u>5,269,780</u>	<u>2,308,530</u>



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

Years Ended August 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Increase (decrease) in cash and cash equivalents	\$ 1,924,001	\$ (3,920,053)
Cash and cash equivalents, beginning of year	<u>1,695,042</u>	<u>5,615,095</u>
Cash and cash equivalents, end of year	\$ <u>3,619,043</u>	\$ <u>1,695,042</u>
Supplemental disclosure of cash flow information:		
Interest paid	\$ <u>942,000</u>	\$ <u>948,000</u>

In 2016, Easter Seals New Hampshire, Inc. transferred its sole member interest in Easter Seals Rhode Island, Inc. to an unrelated party (see note 14).

See accompanying notes.

# EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

### 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); 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).

On August 31, 2016, Easter Seals NH entered into an agreement with Fedcap Rehabilitation Services, Inc. (Fedcap), an unrelated entity, whereby Easter Seals NH agreed to transfer its sole member interest in Easter Seals RI to Fedcap for no consideration. See note 14. The accompanying consolidated statements of activities include the results of operations of Easter Seals RI through the date Easter Seals NH's sole member interest was transferred.

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, Massachusetts (prior to the closure of Harbor Schools, see note 15), Rhode Island (prior to deconsolidation), 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, 2017 and 2016, approximately \$1,705,000 and \$1,262,000, respectively, of cash and cash equivalents, and approximately \$2,816,000 and \$2,749,000, 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 NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

#### 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.

Property held for sale is recorded at the lower of net realizable value or carrying value. No impairment losses were recognized in 2017 or 2016.

##### 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. Intangible assets at August 31, 2016 consisted of 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, 2017 and 2016

#### 2. Summary of Significant Accounting Policies (Continued)

Amortization expense recognized in 2017 and 2016 totaled \$33,131 and \$33,130, respectively.

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, 2017 and 2016.

#### 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 2017 and 2016 was \$5,069 and \$3,072 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 2017 and 2016 totaled \$2,284,863 and \$984,511 respectively, and is recorded against fees and grants from governmental agencies and others and contributions. The increase in bad debt provision in 2017 is due to growth in services provided by Manchester Alcoholism Rehabilitation Center. See also note 5.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

#### 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, 2017 and 2016 were \$8,302,300 and \$7,372,700, respectively. The total contractual adjustments provided in 2017 and 2016 totaled \$42,812,400 and \$22,364,200, respectively, and are recorded against fees and grants from governmental agencies and others. The increase in contractual adjustments in 2017 is primarily due to growth in services provided by Manchester Alcoholism Rehabilitation Center and an increase in these 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 \$6,701,000 and \$5,611,000 for the years ended August 31, 2017 and 2016, 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, 2017 and 2016

#### 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, 2017 and 2016, Easter Seals NH had recognized a liability of \$2,641,673 and \$3,487,979, 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 \$846,306 and a decrease in net assets of \$668,012 for the years ended August 31, 2017 and 2016, 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, 2017 and 2016

#### 2. Summary of Significant Accounting Policies (Continued)

##### Recent Accounting Pronouncements

Effective for the year ended August 31, 2017, Easter Seals NH retroactively adopted the provisions of Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2015-03, *Interest – Imputation of Interest*, which changes the presentation of debt issuance costs by requiring that debt issuance costs related to a recognized debt liability be presented in the consolidated statement of financial position as a direct deduction from the carrying amount of that debt liability and amortized to interest expense, consistent with debt discounts. The recognition and measurement guidance for debt issuance costs is not affected by the ASU. As a result of the adoption, Easter Seals NH has reclassified unamortized bond issuance costs in the amount of \$56,073 from bond issuance costs, net on the accompanying consolidated statement of financial position at August 31, 2016 and presented the amount as a reduction of long-term debt, as required by the ASU. The adoption has no effect on Easter Seals NH's net assets, consolidated statement of activities and changes in net assets or statement of cash flows for the year ended August 31, 2016

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, with early adoption permitted. Management is currently evaluating the impact of the pending adoption of ASU 2016-14 on Easter Seals NH's consolidated financial statements.

##### Reclassifications

Certain reclassifications have been made to the 2016 consolidated financial statements to conform to the 2017 presentation.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

#### 2. Summary of Significant Accounting Policies (Continued)

##### 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, 2017, the date these consolidated financial statements were available to be issued.

#### 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.



**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

**3. Classification of Net Assets (Continued)**

*Endowment Net Asset Composition by Type of Fund*

The major categories of endowment funds at August 31, 2017 and 2016 are as follows:

	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
<u>2017</u>			
Camping program	\$ 4,052	\$ 365,969	\$ 370,021
Other programs	52,585	430,204	482,789
Operations	<u>—</u>	<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>
<u>2016</u>			
Camping program	\$ 2,944	\$ 365,969	\$ 368,913
Other programs	12,102	395,178	407,280
Operations	<u>—</u>	<u>3,879,484</u>	<u>3,879,484</u>
Total endowment net assets	<u>\$15,046</u>	<u>\$4,640,631</u>	<u>\$4,655,677</u>

*Changes in Endowment Net Assets*

During the years ended August 31, 2017 and 2016, 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, 2015	\$ 13,552	\$4,345,395	\$4,358,947
Investment return:			
Investment income, net of fees	9,802	—	9,802
Net appreciation (realized and unrealized)	551	—	551
Contributions	—	295,236	295,236
Appropriated for expenditure	<u>(8,859)</u>	<u>—</u>	<u>(8,859)</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	<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, 2017 and 2016

#### 3. Classification of Net Assets (Continued)

In addition to endowment net assets, Easter Seals NH also maintains non-endowed funds. The major categories of non-endowment funds, at August 31, 2017 and 2016 are as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total Non- Endowment Net Assets</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>
<u>2016</u>				
Seniors program	\$ -	\$ 2,336	\$ -	\$ 2,336
Veterans program	86,638	476,393	-	563,031
Other programs	-	217,631	-	217,631
Operations	<u>14,332,277</u>	<u>532,500</u>	<u>258,869</u>	<u>15,123,644</u>
Total non-endowment net assets	<u>\$14,418,915</u>	<u>\$1,228,860</u>	<u>\$258,869</u>	<u>\$15,906,644</u>

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, 2017 or 2016.

#### 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 NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

**3. Classification of Net Assets (Continued)**

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, 2017 and 2016 are \$946,055 and \$1,050,961, respectively, net of an allowance for doubtful accounts of \$87,500 and \$75,100, 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, 2017:

2018	\$ 670,008
2019	234,958
2020	81,358
2021	44,000
2022	2,500
Thereafter	<u>731</u>
	<u>\$1,033,555</u>

**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 2017 and 2016 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 2017 and 2016 from major payor sources, is as follows:

	<u>Gross</u> <u>Revenues</u>	<u>Contractual</u> <u>Allowances</u> <u>and</u> <u>Discounts</u>	<u>Provision</u> <u>for</u> <u>Bad Debts</u>	<u>Revenues, Net</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>

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

**5. Manchester Alcoholism Rehabilitation Center Revenues (Continued)**

	<u>Gross Revenues</u>	<u>Contractual Allowances and Discounts</u>	<u>Provision for Bad Debts</u>	<u>Revenues, Net</u>
<u>2016</u>				
Private payors (includes coinsurance and deductibles)	\$18,368,651	\$(10,842,721)	\$ (519,320)	\$ 7,006,610
Medicaid	13,220,573	(10,610,872)	(46,051)	2,563,650
Medicare	318,995	(9,599)	(24)	309,372
Self-pay	<u>349,502</u>	<u>(50,560)</u>	<u>(58,531)</u>	<u>240,411</u>
	<u>\$32,257,721</u>	<u>\$(21,513,752)</u>	<u>\$ (623,926)</u>	<u>\$10,120,043</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 \$1,046,000 and \$1,042,000 for the years ended August 31, 2017 and 2016, 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, 2017, through the remaining contractual term of the underlying lease agreements, are as follows:

2018	\$641,380
2019	409,830
2020	382,277
2021	294,916
2022	238,854
Thereafter	21,080

Capital

In 2015, Easter Seals NH entered into a three year lease agreement with a bank for certain computer equipment. Payments made under this agreement for the years ended August 31, 2017 and 2016 were \$60,617 and \$58,886, respectively. The carrying value of assets recorded under the capital lease totaled \$17,533 and \$74,282, net of accumulated amortization of \$161,286 and \$104,537 for the years ended August 31, 2017 and 2016, respectively. 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 2017 and 2016 was insignificant.

Future minimum payments required for the above capital lease at August 31, 2017 are as follows:

2018	\$ 20,995
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**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

August 31, 2017 and 2016

**7. Fixed Assets**

Fixed assets consist of the following at August 31:

	<u>2017</u>	<u>2016</u>
Buildings	\$ 27,501,343	\$ 29,172,825
Land and land improvements	2,989,333	2,925,950
Leasehold improvements	120,539	128,330
Office equipment and furniture	8,609,250	7,929,113
Vehicles	2,750,511	3,074,068
Construction in progress	<u>2,806,165</u>	<u>250,175</u>
	44,777,141	43,480,461
Less accumulated depreciation and amortization	<u>(16,328,800)</u>	<u>(17,108,575)</u>
	<u>\$ 28,448,341</u>	<u>\$ 26,371,886</u>

Depreciation and amortization expense related to fixed assets totaled \$1,721,445 and \$1,571,409 in 2017 and 2016, 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 has been recorded as deferred revenue at August 31, 2017 and 2016.

At August 31, 2017, Easter Seals NH had construction and development commitments outstanding totaling approximately \$1,012,000.

**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>2017</u>	<u>2016</u>
Cash and cash equivalents	\$ 1,873,318	\$ 514,040
Marketable equity securities	1,450,878	1,225,399
Mutual funds	13,244,995	12,795,566
Corporate and foreign bonds	940,042	707,444
Government and agency securities	<u>425,217</u>	<u>428,072</u>
	17,934,450	15,670,521
Less: assets limited as to use	<u>(3,090,408)</u>	<u>(1,522,083)</u>
Total investments, at fair value	<u>\$14,844,042</u>	<u>\$14,148,438</u>

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

**8. Investments and Assets Limited as to Use (Continued)**

The composition of assets limited as to use at August 31, 2017 and 2016 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>2017</u>	<u>2016</u>
Under a deferred compensation plan (see note 9):		
Investments	\$1,417,727	\$1,191,998
Maintained in escrow to make required payments on revenue bonds (see note 10):		
Cash and cash equivalents	<u>1,672,681</u>	<u>330,085</u>
Total assets limited as to use	<u>\$3,090,408</u>	<u>\$1,522,083</u>

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

	<u>2017</u>	<u>2016</u>
Unrestricted investment income and unrealized and realized gains on investments:		
Dividend and interest income	\$ 546,014	\$ 492,444
Net unrealized gains	305,131	107,141
Net realized gains	<u>121,090</u>	<u>160,475</u>
	972,235	760,060
Restricted investment income and unrealized and realized gains on investments:		
Dividend and interest income	10,746	2,601
Net unrealized gains	51,569	2,138
Net realized gains	<u>17,093</u>	<u>5,979</u>
	<u>79,408</u>	<u>10,718</u>
	<u>\$1,051,643</u>	<u>\$ 770,778</u>

**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 \$479,000 and \$489,000 for the years ended August 31, 2017 and 2016, respectively.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

**9. Retirement Plans (Continued)**

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 \$106,000 and \$105,000 to this plan during the years ended August 31, 2017 and 2016, respectively. The assets and liabilities associated with this plan were \$1,417,727 and \$1,191,998 at August 31, 2017 and 2016, 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>2017</u>	<u>2016</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 2.65% (2.52% at August 31, 2017), due in annual principal payments increasing from \$38,750 to \$76,250 with a final payment of \$3,029,996 due in December 2031, secured by a pledge of all gross revenues and negative pledge of cash, investments and real estate.	\$12,705,000	\$ —
Revenue Bonds, Series 2016B, tax exempt, issued through NHHEFA, with a fixed rate at 3.25%, annual principal payments continually increasing from \$15,310 to \$24,110 with a final payment of \$4,542,129 due in December 2031, secured by a pledge of all gross revenues and negative pledge of cash, investments and real estate.	9,052,520	—
Revenue Bonds, Series 2004A, tax exempt, issued through NHHEFA, with a variable rate determined through weekly remarketing, due in annual principal payments continually increasing from \$440,000 to \$1,060,000. Paid in full in December 2016 using proceeds from Series 2016A.	—	13,455,000
Mortgage note payable to a bank with a variable rate of LIBOR plus 2.25%, principal and interest payable monthly. Paid in full in December 2016 using proceeds from Series 2016B.	—	4,787,320
Various notes payable to a bank with fixed interest rates ranging from 2.24% to 2.50%, various principal and interest payments ranging from \$121 to \$2,923 payable monthly through dates ranging from April 2018 through August 2021, secured by vehicles with a net book value of \$383,601 at August 31, 2017.	312,440	430,052

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

**10. Borrowings (Continued)**

	<u>2017</u>	<u>2016</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 \$4,645,708 at August 31, 2017.	\$ <u>2,355,174</u>	\$ <u>2,418,675</u>
	24,425,134	21,091,047
Less current portion	2,008,973	829,680
Less net unamortized bond issuance costs	<u>131,055</u>	<u>56,073</u>
	<u>\$22,285,106</u>	<u>\$20,205,294</u>

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

2018	\$ 2,008,973
2019	855,825
2020	858,076
2021	878,972
2022	876,330
Thereafter	<u>18,946,958</u>
	<u>\$24,425,134</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 four notes payable totaling \$58,244 and five notes payable totaling \$124,628 at August 31, 2017 and 2016, 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-five notes payable totaling \$254,196 and twenty-three notes payable totaling \$305,424 at August 31, 2017 and 2016, respectively, that originated under this agreement. Availability under this agreement at August 31, 2017 and 2016 is \$245,804 and \$194,576, respectively.



## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

#### 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 \$50,000). 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 in January 2017 to LIBOR rounded up to the nearest one-eighth of one percent plus 2.10% (3.35% at August 31, 2017). Under an event of default, the interest rate will increase from LIBOR plus 2.10% 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. There were no outstanding balances at August 31, 2017 and 2016.

#### 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. The 2004A revenue bonds required that Easter Seals NH maintain certain reserve funds with a trustee for certain required principal and interest payments, which amounts of \$330,085 were included in assets limited as to use as of August 31, 2016. Easter Seals NH also had two letters of credit securing the 2004A revenue bonds totaling \$13,620,430, which were not renewed as part of the refinancing transaction. Easter Seals NH incurred fees totaling approximately \$56,000 and \$172,000 in 2017 and 2016, respectively, relating to the letters of credit.

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, 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.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

#### 10. Borrowings (Continued)

##### Interest Rate Swap Agreement

Easter Seals NH had an interest rate swap agreement with a bank in connection with the Series 2004A NHHEFA Revenue Bonds. The swap agreement had an outstanding notional amount of \$13,455,000 at August 31, 2016. 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 has an outstanding notional amount of \$12,705,000 at August 31, 2017 which reduces in conjunction with principal reductions until the agreement is terminated in November 2034.

The fair value of the above interest rate swap agreement totaled \$2,641,673 and \$3,487,979 at August 31, 2017 and 2016, respectively, \$348,636 and \$401,859 of which was current at August 31, 2017 and 2016, respectively. During the years ended August 31, 2017 and 2016 net payments required by the agreement totaled \$401,992 and \$445,705, 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, 2017, 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 \$38,326 and \$37,375 for the years ended August 31, 2017 and 2016, respectively, and are reflected as support of National programs on the accompanying consolidated statements of activities and changes in net assets.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

#### 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.

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, 2017 and 2016.

#### 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.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

**13. Fair Value of Financial Instruments (Continued)**

*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.

At August 31, 2017 and 2016, 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>
<u>2017</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>

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

August 31, 2017 and 2016

**13. Fair Value of Financial Instruments (Continued)**

	Level 1	Level 2	Level 3	Total
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	<u>          -</u>	<u>21,357</u>	<u>          -</u>	<u>21,357</u>
	<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>
 <u>2016</u>				
Assets:				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	\$ 514,040	\$ -	\$ -	\$ 514,040
Marketable equity securities:				
Large-cap	950,981	-	-	950,981
International	274,418	-	-	274,418
Mutual funds, open-ended:				
Short-term fixed income	4,137,513	-	-	4,137,513
Intermediate-term bond fund	1,069,980	-	-	1,069,980
High yield bond fund	261,064	-	-	261,064
Foreign bond	32,125	-	-	32,125
Government securities	629,914	-	-	629,914
Emerging markets bond	16,447	-	-	16,447
International equities	831,645	-	-	831,645
Domestic, large-cap	1,209,550	-	-	1,209,550
Domestic, small-cap	319,877	-	-	319,877
Domestic, multi alt	689,565	-	-	689,565
Real estate fund	178,540	-	-	178,540
Emerging markets mutual	4,041	-	-	4,041
Mutual funds, closed-ended:				
Domestic, large-cap	2,450,022	-	-	2,450,022
Domestic, mid-cap	451,852	-	-	451,852
Domestic, small-cap	217,021	-	-	217,021
Fixed Income and bond	2,909	-	-	2,909
International equity	293,501	-	-	293,501
Corporate and foreign bonds	-	707,444	-	707,444
Government and agency securities	<u>          -</u>	<u>428,072</u>	<u>          -</u>	<u>428,072</u>
	<u>\$14,535,005</u>	<u>\$1,135,516</u>	<u>\$ -</u>	<u>\$15,670,521</u>

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

**13. Fair Value of Financial Instruments (Continued)**

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Beneficial interest in trust held by others:				
Money market funds	\$ 8,712	\$ —	\$ —	\$ 8,712
Marketable equity securities:				
Large-cap	59,700	—	—	59,700
Mutual funds:				
Domestic fixed income	<u>—</u>	<u>20,208</u>	<u>—</u>	<u>20,208</u>
	<u>\$ 68,412</u>	<u>\$ 20,208</u>	<u>\$ —</u>	<u>\$ 88,620</u>
Liabilities:				
Interest rate swap agreement	<u>\$ —</u>	<u>\$ —</u>	<u>\$3,487,979</u>	<u>\$ 3,487,979</u>

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, 2017 and 2016:

	<u>Interest Rate Swap</u>
Ending balance, August 31, 2015	\$(2,819,967)
Unrealized loss, net	<u>(668,012)</u>
Ending balance, August 31, 2016	(3,487,979)
Unrealized gain, net	<u>846,306</u>
Ending balance, August 31, 2017	<u>\$(2,641,673)</u>

Easter Seals NH's other financial instruments, including cash and cash equivalents, accounts receivable from affiliates, program and other accounts receivable, contributions receivable, accounts payable, lines of credit, and long-term debt, have fair values approximating their carrying values because of the short-term nature of the financial instruments or because interest rates approximate current market rates.

**14. Deconsolidation of Related Entities**

On August 31, 2016, Easter Seals NH entered into an agreement with Fedcap, an unrelated entity, whereby Easter Seals NH agreed to transfer its sole member interest in Easter Seals RI to Fedcap for no consideration. Accordingly, all of the assets, liabilities and net assets of Easter Seals RI were transferred to Fedcap effective August 31, 2016. Easter Seals NH was concurrently released from all guarantees and other obligations related to Easter Seals RI. Easter Seals NH recognized a decrease in net assets of \$68,889 as a result of the deconsolidation of Easter Seals RI. The accompanying 2016 consolidated financial statements include the operating results of Easter Seals RI for the period from September 1, 2015 through August 31, 2016.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

**14. Deconsolidation of Related Entities (Continued)**

Summary statements of financial position and activities of Easter Seals RI for the year ended August 31, 2016 are as follows:

	<u>Easter Seals RI August 31, 2016</u>
Assets:	
Cash and cash equivalents	\$ 500
Investments, at fair value	5,521
Beneficial interest in trust held by others	35,760
Fixed assets, net	23,039
Other assets	<u>11,288</u>
Total assets	76,108
Liabilities:	
Accrued expenses	<u>(7,219)</u>
Total liabilities	<u>(7,219)</u>
Net assets	<u>\$68,889</u>
	<u>Year Ended August 31, 2016</u>
Total public support and revenue	\$ 1,367,290
Total operating expenses	(1,437,574)
Other non-operating expenses, gains and losses, net	<u>1,054</u>
Decrease in net assets before discontinued operations	<u>\$ (69,230)</u>

Total decrease in net assets for Easter Seals RI for the year ended August 31, 2016 includes forgiveness of accounts payable and due to affiliates of \$66,702.

**15. 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.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

#### 15. Discontinued Operations (Continued)

- On June 11, 2014, the Board of Directors of Easter Seals NH voted to discontinue the Pediatric Outpatient programs located in Manchester and Dover due to significant losses the programs were experiencing. 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.

Summary statements of financial position for each of the above discontinued programs/entities as of August 31, 2017 and 2016 are as follows:

	<u>Harbor Schools</u>		<u>New Hampshire</u>	
	<u>2017</u>	<u>2016</u>	<u>2017</u>	<u>2016</u>
Total assets	\$201,786	\$211,251	\$ —	\$252,645
Total liabilities	—	—	—	—
Net assets (deficit):				
Unrestricted	149,764	159,799	—	252,645
Temporarily restricted	28,196	27,626	—	—
Permanently restricted	23,826	23,826	—	—

Summary statements of activities for each of the above discontinued programs/entities for the years ended August 31, 2017 and 2016 are as follows:

	<u>Harbor Schools</u>		<u>New Hampshire</u>	
	<u>2017</u>	<u>2016</u>	<u>2017</u>	<u>2016</u>
Total public support and revenue	\$ 1,123	\$ 22,193	\$ —	\$ —
Operating expenses	(10,035)	(101,200)	(34,741)	(7,146)
Other non-operating expense, (losses) or gains	(553)	974	—	—
Gain on sale of properties, net	<u>—</u>	<u>52,863</u>	<u>6,475</u>	<u>—</u>
Total decrease in net assets	<u>\$ (9,465)</u>	<u>\$ (25,170)</u>	<u>\$ (28,266)</u>	<u>\$ (7,146)</u>

#### 16. Concentrations

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' 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 \$2,816,344 and \$2,749,256 as of August 31, 2017 and 2016, respectively.



**OTHER FINANCIAL INFORMATION**

**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>	Rhode <u>Island</u>	Harbor Schools, <u>Inc.</u>	Elimin- <u>ations</u>	<u>Total</u>
Current assets:							
Cash and cash equivalents	\$ 3,589,555	\$ 19,385	\$ 10,103	\$ -	\$ -	\$ -	\$ 3,619,043
Short-term investments	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>-</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>-</u>	<u>458,909</u>
	<u>\$61,324,483</u>	<u>\$2,480,581</u>	<u>\$ 82,512</u>	<u>\$ -</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>	Rhode <u>Island</u>	Harbor Schools, <u>Inc.</u>	Elimin- <u>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)	-
Current portion of 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>-</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>-</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>-</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>-</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>\$ -</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 FINANCIAL POSITION**

August 31, 2016

ASSETS

	<u>* New Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Rhode Island</u>	<u>Harbor Schools, Inc.</u>	<u>Elimin- ations</u>	<u>Total</u>
Current assets:							
Cash and cash equivalents	\$ 1,667,032	\$ 22,471	\$ 5,539	\$ -	\$ -	\$ -	\$ 1,695,042
Short-term investments	2,749,256	-	-	-	-	-	2,749,256
Accounts receivable from affiliates	915,970	1,946,359	-	-	158,366	(3,020,695)	-
Program and other accounts receivable, net	8,511,811	560,864	166,367	-	1,433	-	9,240,475
Contributions receivable, net	1,011,461	925	38,575	-	-	-	1,050,961
Current portion of assets limited as to use	330,085	-	-	-	-	-	330,085
Prepaid expenses and other current assets	<u>411,896</u>	<u>13,051</u>	<u>38,936</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>463,883</u>
Total current assets	15,597,511	2,543,670	249,417	-	159,799	(3,020,695)	15,529,702
Assets limited as to use, net of current portion	1,186,340	5,658	-	-	-	-	1,191,998
Fixed assets, net	26,294,673	57,642	19,571	-	-	-	26,371,886
Property held for sale	252,645	-	-	-	-	-	252,645
Investments, at fair value	11,347,730	-	-	-	51,452	-	11,399,182
Beneficial interest in trust held by others and other assets	<u>254,271</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>254,271</u>
	<u>\$54,933,170</u>	<u>\$2,606,970</u>	<u>\$ 268,988</u>	<u>\$ -</u>	<u>\$211,251</u>	<u>\$(3,020,695)</u>	<u>\$54,999,684</u>

LIABILITIES AND NET ASSETS

	* New <u>Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Rhode Island</u>	<u>Harbor Schools, Inc.</u>	<u>Elimin- ations</u>	<u>Total</u>
Current liabilities:							
Accounts payable	\$ 1,984,793	\$ 16,108	\$ 1,481	\$ -	\$ -	\$ -	\$ 2,002,382
Accrued expenses	4,846,594	23,124	43,120	-	-	-	4,912,838
Accounts payable to affiliates	-	-	3,020,695	-	-	(3,020,695)	-
Current portion of deferred revenue	772,270	3,800	5,251	-	-	-	781,321
Current portion of capital lease obligation	60,617	-	-	-	-	-	60,617
Current portion of interest rate swap agreements	401,859	-	-	-	-	-	401,859
Current portion of long-term debt	<u>829,680</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>829,680</u>
Total current liabilities	8,895,813	43,032	3,070,547	-	-	(3,020,695)	8,988,697
Deferred revenue, net of current portion	944,167	-	-	-	-	-	944,167
Other liabilities	1,186,432	5,658	-	-	-	-	1,192,090
Capital lease obligation, net of current portion	20,995	-	-	-	-	-	20,995
Interest rate swap agreements, less current portion	3,086,120	-	-	-	-	-	3,086,120
Long-term debt, less current portion, net	<u>20,205,294</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>20,205,294</u>
Total liabilities	34,338,821	48,690	3,070,547	-	-	(3,020,695)	34,437,363
Net assets (deficit):							
Unrestricted	14,515,689	2,543,775	(2,800,348)	-	159,799	-	14,418,915
Temporarily restricted	1,202,986	14,505	(1,211)	-	27,626	-	1,243,906
Permanently restricted	<u>4,875,674</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>23,826</u>	<u>-</u>	<u>4,899,500</u>
Total net assets (deficit)	<u>20,594,349</u>	<u>2,558,280</u>	<u>(2,801,559)</u>	<u>-</u>	<u>211,251</u>	<u>-</u>	<u>20,562,321</u>
	<u>\$54,933,170</u>	<u>\$2,606,970</u>	<u>\$ 268,988</u>	<u>\$ -</u>	<u>\$211,251</u>	<u>\$(3,020,695)</u>	<u>\$54,999,684</u>

\* Includes Agency Realty, Inc. 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, 2017

	<u>* New Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Rhode Island</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>-</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>-</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>-</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>-</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	Rhode Island	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>—</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>—</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>—</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>—</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 realized and unrealized 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>—</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>—</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>—</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>\$ —</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 ACTIVITIES AND CHANGES IN NET ASSETS**

Year Ended August 31, 2016

	<u>* New Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Rhode Island</u>	<u>Harbor Schools, Inc.</u>	<u>Elimin- ations</u>	<u>Total</u>
Public support and revenue:							
Public support:							
Contributions, net	\$ 1,897,654	\$ 46,718	\$ 34,171	\$ 63,718	\$ -	\$ -	\$ 2,042,261
Special events, net	1,520,205	1,539	66,029	60,818	-	-	1,648,591
Annual campaigns, net	374,196	9,546	56,852	79,854	-	-	520,448
Bequests	<u>78,066</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>78,066</u>
Total public support	3,870,121	57,803	157,052	204,390	-	-	4,289,366
Revenue:							
Fees and grants from governmental agencies and others, net	47,852,138	4,454,207	1,475,922	1,112,149	-	-	54,894,416
Other grants	19,779,596	852,701	315,543	49,034	-	-	20,996,874
Dividend and interest income	521,778	-	-	1,667	-	(28,400)	495,045
Rental income	26,840	-	-	-	-	-	26,840
Intercompany revenue	742,048	-	-	-	-	(742,048)	-
Other	<u>687,859</u>	<u>11,910</u>	<u>-</u>	<u>50</u>	<u>-</u>	<u>-</u>	<u>699,819</u>
Total revenue	<u>69,610,259</u>	<u>5,318,818</u>	<u>1,791,465</u>	<u>1,162,900</u>	<u>-</u>	<u>(770,448)</u>	<u>77,112,994</u>
Total public support and revenue	73,480,380	5,376,621	1,948,517	1,367,290	-	(770,448)	81,402,360
Operating expenses:							
Program services:							
Public health education	266,568	4,148	-	2,786	-	-	273,502
Professional education	20,607	-	-	-	-	-	20,607
Direct services	<u>63,230,275</u>	<u>4,732,706</u>	<u>1,917,703</u>	<u>1,142,435</u>	<u>-</u>	<u>(24,732)</u>	<u>70,998,387</u>
Total program services	63,517,450	4,736,854	1,917,703	1,145,221	-	(24,732)	71,292,496



	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Elimin- ations	Total
Supporting services:							
Management and general	\$ 7,798,973	\$ 474,841	\$ 203,676	\$ 128,416	\$ -	\$(717,316)	\$ 7,888,590
Fundraising	<u>951,595</u>	<u>32,053</u>	<u>133,090</u>	<u>163,937</u>	<u>-</u>	<u>-</u>	<u>1,280,675</u>
Total supporting services	<u>8,750,568</u>	<u>506,894</u>	<u>336,766</u>	<u>292,353</u>	<u>-</u>	<u>(717,316)</u>	<u>9,169,265</u>
Total functional expenses	72,268,018	5,243,748	2,254,469	1,437,574	-	(742,048)	80,461,761
Support of National programs	<u>37,375</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>37,375</u>
Total operating expenses	<u>72,305,393</u>	<u>5,243,748</u>	<u>2,254,469</u>	<u>1,437,574</u>	<u>-</u>	<u>(742,048)</u>	<u>80,499,136</u>
Increase (decrease) in net assets from operations	1,174,987	132,873	(305,952)	(70,284)	-	(28,400)	903,224
Other non-operating expenses, gains and losses:							
Change in fair value of interest rate swaps	(668,012)	-	-	-	-	-	(668,012)
Net realized and unrealized gains on investments	275,186	-	-	547	-	-	275,733
(Decrease) increase in fair value of beneficial interest in trust held by others	(6,194)	-	-	1,227	-	-	(4,967)
Loss on sales and disposals of fixed assets	(10,841)	-	(98)	(720)	-	-	(11,659)
Other non-operating expenses	<u>(15,341)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(15,341)</u>
	(425,202)	-	(98)	1,054	-	-	(424,246)
(Loss) gain from discontinued operations	<u>(35,546)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(25,170)</u>	<u>28,400</u>	<u>(32,316)</u>
Increase (decrease) in net assets before effects of deconsolidation of affiliate	714,239	132,873	(306,050)	(69,230)	(25,170)	-	446,662
Deconsolidation of affiliate	<u>(66,702)</u>	<u>-</u>	<u>-</u>	<u>(2,187)</u>	<u>-</u>	<u>-</u>	<u>(68,889)</u>
Total increase (decrease) in net assets	647,537	132,873	(306,050)	(71,417)	(25,170)	-	377,773
Net assets (deficit) at beginning of year	<u>19,946,812</u>	<u>2,425,407</u>	<u>(2,495,509)</u>	<u>71,417</u>	<u>236,421</u>	<u>-</u>	<u>20,184,548</u>
Net assets (deficit) at end of year	<u>\$20,594,349</u>	<u>\$2,558,280</u>	<u>\$(2,801,559)</u>	<u>\$ -</u>	<u>\$211,251</u>	<u>\$ -</u>	<u>\$20,562,321</u>

\* Includes Agency Realty, Inc. and 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>Rhode Island</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>-</u>	<u>-</u>	<u>-</u>	<u>1,754,576</u>
	<u>\$78,452,945</u>	<u>\$6,255,228</u>	<u>\$2,141,941</u>	<u>\$ -</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.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES**

Year Ended August 31, 2016

	<u>* New Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Rhode Island</u>	<u>Harbor Schools, Inc.</u>	<u>Elimin- ations</u>	<u>Total</u>
Salaries and related expenses	\$53,147,566	\$4,128,114	\$1,550,620	\$1,105,464	\$ —	\$ —	\$59,931,764
Professional fees	7,779,938	556,818	301,646	162,205	—	(742,048)	8,058,559
Supplies	1,883,406	31,831	30,059	8,983	—	—	1,954,279
Telephone	615,192	23,916	12,698	9,801	—	—	661,607
Postage and shipping	57,240	960	1,763	2,156	—	—	62,119
Occupancy	2,328,611	114,258	171,692	82,757	—	—	2,697,318
Outside printing, artwork and media	76,765	2,859	6,591	4,829	—	—	91,044
Travel	1,961,465	198,693	20,583	43,876	—	—	2,224,617
Conventions and meetings	157,815	33,290	8,269	4,856	—	—	204,230
Specific assistance to individuals	985,280	96,210	84,270	—	—	—	1,165,760
Dues and subscriptions	31,436	40	4,163	540	—	—	36,179
Minor equipment purchases- and equipment rental	290,959	15,906	7,265	873	—	—	315,003
Ads, fees and miscellaneous	488,288	18,789	34,363	1,007	—	—	542,447
Interest	912,296	—	—	—	—	—	912,296
Depreciation and amortization	<u>1,551,761</u>	<u>22,064</u>	<u>20,487</u>	<u>10,227</u>	<u>—</u>	<u>—</u>	<u>1,604,539</u>
	<u>\$72,268,018</u>	<u>\$5,243,748</u>	<u>\$2,254,469</u>	<u>\$1,437,574</u>	<u>\$ —</u>	<u>\$(742,048)</u>	<u>\$80,461,761</u>

\* Includes Agency Realty, Inc. and Manchester Alcoholism Rehabilitation Center.

## **2018 Farnum Center Board of Directors**

### **Chairman**

Ian MacDermott

### **Past Chair**

Rob Wiczorek

James Barry

Lori Levesque

Peter Anderson

Timm Runnion

Kriss Blevens

Tom Bullock

Paul Voegelin

## Larry J. Gammon

### 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.

- 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, CARF, 1990-1991  
Member, Board of Trustees, CARF, 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

## **Elin Treanor**

### **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<br><u>Chief Operating Officer/Chief Financial Officer</u><br>Oversee all program and fiscal management of multi-corporate, multi-state entity.                                                                                                           |
| 1994 - 2012    | Easter Seals New Hampshire, Inc., Manchester, NH<br><u>Senior Vice President &amp; Chief Financial Officer</u><br>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<br><u>Vice President of Finance</u><br>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<br><u>Controller</u><br>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 chart of accounts, fund accounting system and internal controls.
- 1980 – 1981 Easter Seal Society of NH, Inc., Manchester, NH  
Internal Auditor  
Handled accounts payable, cash flow, grant billing and review of general ledger accounts.
- 1974 – 1980 Marshalls, Peabody, MA  
Senior Clerk  
Worked as cashier, customer service representative and bookkeeper, while attending college.

**EDUCATION:**

- 1989 New Hampshire College, Hooksett, NH  
Masters in Business Administration
- 1980 Bentley College, Waltham, MA  
Bachelor of Science, Accounting Major
- 1977 North Shore Community College, Beverly, MA  
Associates Degree, Accounting Major

**SERVICE:**

National Easter Seals:  
Leader of Northeast Region Chief Financial Officers  
Treasurer of Northeast Region Leadership Association  
Past Chairmen 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's 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 21<sup>st</sup> 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-

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 27<sup>th</sup> 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 15<sup>th</sup> 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.

**Tina M. Sharby, PHR**  
nc.

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

**Areas of expertise include:**

Strong analytical and organizational skills  
Ability to manage multiple tasks simultaneously  
Employment Law and Regulation Compliance  
Strategic management, mergers and acquisitions

Problem solving and complaint resolution  
Policy development and implementation  
Compensation and benefits administration

**PROFESSIONAL EXPERIENCE**

**Chief Human Resources Officer 2012-Present**

**Senior Vice President Human Resources**  
**Easter Seals, NH, VT, NY, ME, RI, Harbor Schools & Farnum Center**  
**1998-2012**

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

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

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

**Human Resources Director**  
**Moore Center Services, Inc., Manchester, NH**  
**1986-1998**

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

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

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

## **EDUCATION**

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

## **ORGANIZATIONS**

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

# JOSEPH T. EMMONS

## 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**

December 2010 – October 2013

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

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

**Associate Director, Annual Giving**

July 2009 – December 2010

Support, implement and enhance the Saint Anselm Fund

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

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

June 2005 – June 2009

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

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

**Assistant Director, Alumni Relations**

September 2004 – June 2005

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

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

***SnapDragon Associates, Bedford, NH***

**Recruiter**

April 2004 – September 2004

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

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

**EDUCATION**

***Masters in Business Administration***

January 2008

Southern New Hampshire University, Manchester, NH

***Bachelor of Arts in Business***

May 2004

Saint Anselm College, Manchester, NH

**OTHER RELATED EXPERIENCE**

Moore Center Services Development Board

Sept. 2010 – Sept. 2016

Diocesan School Board – New Hampshire

June 2014 – present

Goffstown Junior Baseball Board

January 2016 - present

# CHERYL A. WILKIE, Psy.D., MLADC

## 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
- NIA/Ex 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: ATR 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
Elin Treanor, CFO	\$244,800	0.00%	\$0.00
Nancy Rollins, COO	\$117,000	0.00%	\$0.00
Tina Sharby, CHRO	\$145,656	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 Farnum 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
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$88,040.00</b>

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.

Subject: Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST-08)

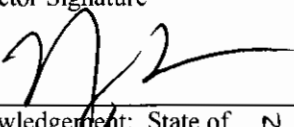
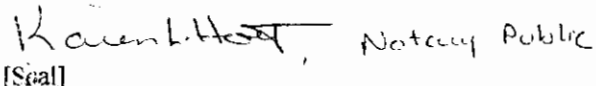
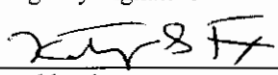

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 03301-3857	
1.3 Contractor Name North Country Health Consortium		1.4 Contractor Address 262 Cottage Street, Suite 230 Littleton NH 03561	
1.5 Contractor Phone Number 603-259-3700 ext 223	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 \$287,406
1.9 Contracting Officer for State Agency E. Maria 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 Nancy Frank, CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Grafton</u> On <u>June 1, 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 Karen L. Hoyt, Notary Public <div style="text-align: right;"> <b>KAREN L. HOYT</b>                      Notary Public - New Hampshire                      My Commission Expires September 27, 2022                 </div>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katja 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>Megan A. V. Astrey</u> <u>6/8/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**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-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all 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, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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 supersedes all prior Agreements and understandings relating hereto.



Exhibit A

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**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.

**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 recovery from alcohol and drug problems. At a minimum, the Contractor must:





Exhibit A

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- 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.
    - 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



Exhibit A

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. Transitional Living Services provide residential substance use disorder treatment services according to an individualized treatment plan designed to support individuals as they transition back into the community. Transitional Living Services are not defined by ASAM. Transitional Living services must include at least 3 hours of clinical services per week of which at least 1 hour must be delivered by a Licensed Counselor or unlicensed Counselor working under the supervision of a Licensed Supervisor and the remaining hours must be delivered by a Certified Recovery Support Worker (CRSW) working under a Licensed Supervisor or a Licensed Counselor. The maximum length of stay in this service is six (6) months. Adult residents typically work in the community and may pay a portion of their room and board.
- 2.3.1.5. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. Low-Intensity Residential Treatment services provide residential substance use disorder treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.
- 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



Exhibit A

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

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 2.3.1.6 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. Recovery Support Services

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:



Exhibit 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 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 2.3.1.10 (except for Section 2.3.1.4 Transitional Living) 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.



Exhibit A

- 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.
- 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:

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Exhibit A

- 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:
    - 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.



Exhibit A

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- 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.
  - 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 pace such as kitchens, group rooms, and recreation may be shared but at separate times.

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Exhibit A

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

- 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.





Exhibit A

- 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)
    - 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



Exhibit A

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- 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 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



Exhibit A

- 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 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, except for Transitional Living (See Section 2.3.1.4), 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



Exhibit A

- 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 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,

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Exhibit A

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 Recovery Support Services and 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>

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. 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/>



Exhibit A

- 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 Education Tools that include:
      - 2.9.1.4.1. Asses 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.



Exhibit A

- 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.
  - 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.

**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 8.1.2).



Exhibit A

- 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;
  - 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





Exhibit A

- 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.
  - 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.

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Exhibit A

**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.
- 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;



Exhibit A

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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

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Exhibit A

- 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
  - 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. 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.



Exhibit A

## 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:

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.

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Exhibit A

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- 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
    - 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.



Exhibit A

- 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:
- 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 541-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:29; 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.

Vendor Name  
RFA-2019-BDAS-01-SUBST  
Page 8 of 24

Contactor Initials: AD  
Date: 6/1/19



### 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: Addiction 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



### Exhibit A-1 Operational Requirements

- 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;



### Exhibit A-1 Operational Requirements

- 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



### Exhibit A-1 Operational Requirements

- 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.



### Exhibit A-1 Operational Requirements

- 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.
16. Personal Rights.
  - 16.1. 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.
  - 16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:



### Exhibit A-1 Operational Requirements

- 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;
    - 19.1.6. 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;



### Exhibit A-1 Operational Requirements

- 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





### Exhibit A-1 Operational Requirements

- 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.



### Exhibit A-1 Operational Requirements

- 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.



### Exhibit A-1 Operational Requirements

- 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.

2  
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### Exhibit A-1 Operational Requirements

- 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.



### Exhibit A-1 Operational Requirements

- 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





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 10, 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 10 Sliding Fee Scale for the client's applicable income level.



Exhibit B

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- 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, except for:
    - 5.7.1. Transitional Living (See Section 7 below) and
    - 5.7.2. 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, Section 5.7.1 and 5.7.2) 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 for: Integrated Medication Assisted Treatment (MAT)
- 6.1. 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:



Exhibit B

6.2. Medication:

- 6.2.1. 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.
- 6.2.2. 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:
  - 6.2.2.1. 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.
- 6.2.3. The Contractor shall seek reimbursement for up to 3 doses per client per day.
- 6.2.4. The Contractor shall maintain documentation of the following:
  - 6.2.4.1. WITS Client ID #;
  - 6.2.4.2. Period for which prescription is intended;
  - 6.2.4.3. Name and dosage of the medication;
  - 6.2.4.4. Associated Medicaid Code;
  - 6.2.4.5. Charge for the medication.
  - 6.2.4.6. Client cost share for the service; and
  - 6.2.4.7. Amount being billed to the Department for the service.

6.3. Physician Time:

- 6.3.1. 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.



Exhibit B

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- 6.3.2. The Contractor shall seek reimbursement according to Exhibit B-1 Service Fee Table.
  - 6.3.3. The Contractor shall maintain documentation of the following:
    - 6.3.3.1. WITS Client ID #;
    - 6.3.3.2. Date of Service;
    - 6.3.3.3. Description of service;
    - 6.3.3.4. Associated Medicaid Code;
    - 6.3.3.5. Charge for the service;
    - 6.3.3.6. Client cost share for the service; and
    - 6.3.3.7. Amount being billed to the Department for the service.
  - 6.4. The Contractor will submit an invoice by the twentieth (20<sup>th</sup>) 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.
  - 7. Charging the Client for Room and Board for Transitional Living Services and for Low-Intensity Residential Treatment
    - 7.1. The Contractor may charge the client fees for room and board, in addition to:
      - 7.1.1. The client's portion of the Contract Rate in Exhibit B-1 using the sliding fee scale
      - 7.1.2. The charges to the Department
    - 7.2. 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:



Exhibit B

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

- 7.3. The Contractor shall hold 50% of the amount charged to the client that will be returned to the client at the time of discharge.
- 7.4. The Contractor shall maintain records to account for the client's contribution to room and board.
- 8. Charging for Clinical Services under Transitional Living
  - 8.1. The Contractor shall charge for clinical services separately from this contract to the client's other third party payers such as Medicaid, NHHPP, Medicare, and private insurance. The Contractor shall not charge the client according to the sliding fee scale.
  - 8.2. Notwithstanding Section 8.1 above, the Contractor may charge in accordance with Sections 5.2.2 and 5.2.3 above for clinical services under this contract only when the client does not have any other payer source other than this contract.
- 9. Additional Billing Information: Intensive Case Management Services:
  - 9.1. 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.
  - 9.2. The Department will not pay for intensive case management provided to a client prior to admission.
  - 9.3. The Contractor will bill for intensive case management only when the service is authorized by the Department.



Exhibit B

10. Sliding Fee Scale

10.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B Section 5 above.

10.2. 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%

10.3. 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.

11. Submitting Charges for Payment

11.1. 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:

11.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

11.1.2. 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.

11.1.3. 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.

11.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.

11.1.5. Submit separate batches for each billing month.



Exhibit B

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- 11.2. 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.
  - 11.3. 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.
  12. 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.
  13. Funds in this contract may not be used to replace funding for a program already funded from another source.
  14. The Contractor will keep detailed records of their activities related to Department funded programs and services.
  15. 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.
  16. 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.
  17. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
    - 17.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
    - 17.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
      - 17.2.1. Make cash payments to intended recipients of substance abuse services.
      - 17.2.2. 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.
      - 17.2.3. 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.

17.2.4. 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.

17.3. 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**

<b>Service</b>	<b>Contract Rate: Maximum Allowable Charge</b>	<b>Unit</b>
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.
Transitional Living for room and board only	\$75.00	Per day
Low-Intensity Residential for Adults only for clinical services and room and board	\$119.00	Per day
High-Intensity Residential Adult, (excluding Pregnant and Parenting Women), for clinical services and room and board	\$154.00	Per day
Integrated Medication Assisted Treatment - Physician Time	Rate Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	Unit Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.
Integrated Medication Assisted Treatment – Medication	See Exhibit B, Section 6.2	See Exhibit B, Section 6.2
Recovery Support Services: Individual Intensive Case Management	\$16.50	15 min
Recovery Support Services: Group Intensive Case Management	\$5.50	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 procedures.
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. **Retroactive 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 amounts 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;



- 7.3. 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 (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 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 13166, 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

*[Handwritten Signature]*  
*[Handwritten Date: 6/1/12]*



- 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 affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope 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.

*ND*

*6/1/18*



**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 GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS**  
**US DEPARTMENT OF EDUCATION - CONTRACTORS**  
**US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency





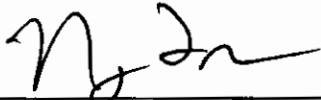
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Contractor Name:

6/1/12  
Date

  
Name: Nancy Frank  
Title: CEO



**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
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

6/1/12  
Date

Nancy Frank  
Name: Nancy Frank  
Title: CEO



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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6/1/12



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

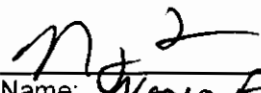
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

6/11/18  
Date

  
Name: Nancy Frank  
Title: CEO



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

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

Date

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

6/11/18  
Date

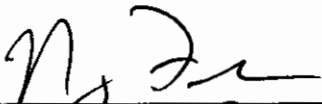
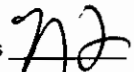
  
Name: Gary Frank  
Title: CEO

Exhibit G

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

Contractor Initials



Date

6/11/18



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

6/14/18  
Date

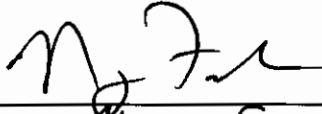
  
Name: Nancy Frank  
Title: CEO



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

- I. "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 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



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 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



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 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services  
The State

Katja S Fox  
Signature of Authorized Representative

Katja S Fox  
Name of Authorized Representative

Director  
Title of Authorized Representative

6/7/18  
Date

North Country Health Consortium  
Name of the Contractor

Nancy Frank  
Signature of Authorized Representative

Nancy Frank  
Name of Authorized Representative

CEO  
Title of Authorized Representative

6/1/18  
Date



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 017711198
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO                       YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY  
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

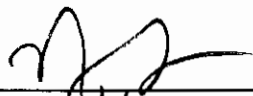
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

6/1/18  
Date

  
Name: Nancy Frank  
Title: CEO



DHHS Information Security Requirements

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A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



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 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

**II. METHODS OF SECURE TRANSMISSION OF DATA**

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

DHHS Information Security Requirements



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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DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's 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.

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 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

Handwritten initials in black ink, possibly "JD", written over a horizontal line.

Handwritten date "6/1/18" in black ink, written over a horizontal line.



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

DHHSPrivacy.Officer@dhhs.nh.gov

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# State of New Hampshire

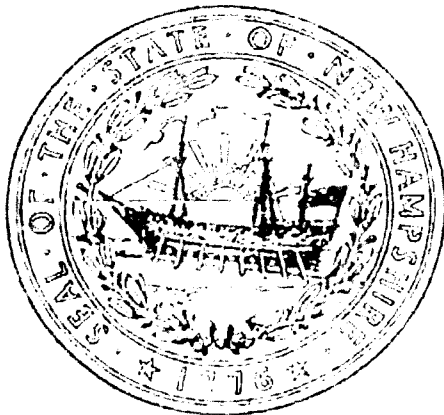
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PHOENIX HOUSES OF NEW ENGLAND, INC. is a Rhode Island Nonprofit Corporation registered to transact business in New Hampshire on June 14, 1972. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 2393

Certificate Number : 0004088571



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 26th day of April A.D. 2018

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Sheri L. Sweitzer, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Member of Phoenix Houses of New England, Inc.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Members of  
the Agency duly held on May 17, 2018:  
(Date)

**RESOLVED:** That the Senior Vice President, New England Regional Executive  
(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 1 day of June, 2018.  
(Date Contract Signed)

4. Peter Mumma is the duly elected Senior VP, NE Regional Director  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

*Sheri L. Sweitzer*

(Signature of the Elected Officer)

STATE OF Rhode Island

County of Providence

The forgoing instrument was acknowledged before me this 1<sup>ST</sup> day of June, 2018.

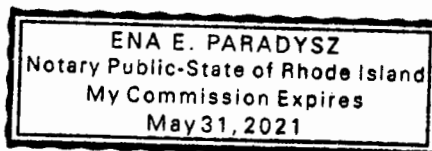
By SHERI L SWEITZER  
(Name of Elected Officer of the Agency)

*Ena E. Paradysz*

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 05/31/21





# CERTIFICATE OF LIABILITY INSURANCE

3/30/2019

DATE (MM/DD/YYYY)  
3/23/2018

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

<b>PRODUCER</b> Lockton Insurance Brokers, LLC 725 S. Figueroa Street, 35th Fl. CA License #0F15767 Los Angeles CA 90017 (213) 689-0065	<b>CONTACT NAME:</b> <b>PHONE:</b> <b>FAX:</b> <b>(A/C, No, Ext):</b> <b>E-MAIL:</b> <b>ADDRESS:</b>	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hartford Fire Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 19682
<b>INSURED</b> 1378984 Phoenix House of New England, Inc. 130 Pine St Holyoke MA 01040			

**COVERAGES** PHOHO01      **CERTIFICATE NUMBER:** 10495291      **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b>		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX
	CLAIMS-MADE OCCUR					GEN'L AGGREGATE LIMIT APPLIES PER: PRO JECT LOC \$
	<b>AUTOMOBILE LIABILITY</b>		NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY	SCHEDULED AUTOS NON-OWNED AUTOS ONLY				
	<b>UMBRELLA LIAB</b>		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
	EXCESS LIAB	OCCUR CLAIMS-MADE				DED RETENTION \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>		72 WN S62200	3/30/2018	3/30/2019	X PER STATUT QTH FR E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A			
	If yes, describe under DESCRIPTION OF OPERATIONS below					

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

**CERTIFICATE HOLDER**

10495291  
 State of New Hampshire  
 Department of Health & 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

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/13/2017

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

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

<b>PRODUCER</b> Crystal & Company Crystal IBC LLC 32 Old Slip New York NY 10005	<b>CONTACT NAME:</b> PHONE (A/C, No. Ext.) 800-221-5830 FAX (A/C, No.) 800-383-1852 E-MAIL ADDRESS
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> INSURER A: Philadelphia Indemnity Insurance Compan      18058 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b> PHOEHO Phoenix Houses of New England, Inc. 50 Jay Street Brooklyn NY 11201	

**COVERAGES**      **CERTIFICATE NUMBER: 709814272**      **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.

WTR LTR	TYPE OF INSURANCE	ADOL. SUBR. INSD. WYO	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A X	<b>COMMERCIAL GENERAL LIABILITY</b> <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRD <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		PHPK1675990	7/1/2017	7/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$1,000,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMPOP AGG \$3,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp \$1,000 <input checked="" type="checkbox"/> Coll \$1,000		PHPK1675990	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (EA OCCUR) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A X	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE UED <input checked="" type="checkbox"/> RETENTION \$10,000		PHPK1675990	7/1/2017	7/1/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		PHPK1675990	7/1/2017	7/1/2018	Each Incident \$1,000,000 Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate Holder is included as Additional Insured as required by written contract, agreement or permit limited to the General Liability coverage.

<b>CERTIFICATE HOLDER</b> State of New Hampshire Div of Public Health Services 129 Pleasant St Concord, NH 03301	<b>CANCELLATION</b> 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 <i>Crystal &amp; Company</i>
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Phoenix House  
Rising Above Addiction

# Mission Statement

We are passionate about healing individuals, families and communities challenged by substance use disorders and related mental health conditions.

Financial Statements and Supplementary  
Information Together With  
Report of Independent Certified Public Accountants

**PHOENIX HOUSES OF NEW ENGLAND, INC.**

June 30, 2017 and 2016

# PHOENIX HOUSES OF NEW ENGLAND, INC.

## TABLE OF CONTENTS

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	<b>Page</b>
Report of Independent Certified Public Accountants	1 - 2
Financial Statements	
Statements of Financial Position as of June 30, 2017 and 2016	3
Statement of Operations and Changes in Net Assets for the year ended June 30, 2017	4
Statement of Operations and Changes in Net Assets for the year ended June 30, 2016	5
Statements of Cash Flows for the years ended June 30, 2017 and 2016	6
Notes to Financial Statements	7 - 16
Supplementary Information	
Schedule of Functional Expenses for the year ended June 30, 2017	18
Schedule of Functional Expenses for the year ended June 30, 2016	19



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## REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

To the Board of Directors of  
**Phoenix Houses of New England, Inc.**

We have audited the accompanying financial statements of Phoenix Houses of New England, Inc. ("PH New England"), which comprise the statements of financial position as of June 30, 2017 and 2016, and the related statements of operations and changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

### Management's responsibility for the financial statements

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

### Auditor's responsibility

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

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



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

#### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of PH New England as of June 30, 2017 and 2016, and the results of its operations and changes in net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

#### Supplementary Information

Our audits were conducted for the purposes of forming an opinion on the financial statements of PH New England as of and for the years ended June 30, 2017 and 2016, taken as a whole. The supplementary information included on pages 18 and 19 is presented for purposes of additional analysis and is not a required part of the financial statements. Such supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures. These additional procedures included comparing and reconciling the information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

A handwritten signature in black ink that reads "Grant Thornton LLP". The signature is written in a cursive, flowing style.

New York, New York  
March 9, 2018

**PHOENIX HOUSES OF NEW ENGLAND, INC.**  
**Statements of Financial Position**  
**As of June 30, 2017 and 2016**

	<u>2017</u>	<u>2016</u>
<b>ASSETS</b>		
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 140,047	\$ 49,222
Due from government agencies, net of allowance of approximately \$590,000 and \$626,000 in 2017 and 2016, respectively	2,074,277	2,882,073
Other receivables, net of allowance of approximately \$417,000 and \$895,000 in 2017 and 2016, respectively	1,602,515	1,340,152
Contributions receivable (Note 4)	47,178	23,425
Prepaid expenses and other assets	101,549	283,778
Current portion of note receivable (Note 5)	<u>5,000</u>	<u>5,000</u>
Total current assets	<u>3,970,566</u>	<u>4,583,650</u>
Notes receivable, net of current portion (Note 5)	150,000	155,000
Property and equipment, net (Note 6)	<u>5,304,974</u>	<u>5,552,678</u>
Total assets	<u>\$ 9,425,540</u>	<u>\$ 10,291,328</u>
<b>LIABILITIES AND NET ASSETS</b>		
<b>CURRENT LIABILITIES</b>		
Accounts payable and accrued expenses	\$ 1,185,451	\$ 1,373,768
Due to government agencies	49,070	44,755
Current portion of long-term debt (Note 7)	<u>145,509</u>	<u>203,462</u>
Total current liabilities	<u>1,380,030</u>	<u>1,621,985</u>
Due to Parent (Note 3)	3,228,278	3,633,382
Long-term debt, net of current portion (Note 7)	<u>528,910</u>	<u>675,242</u>
Total liabilities	<u>5,137,218</u>	<u>5,930,609</u>
Commitments and contingencies (Note 12)		
<b>NET ASSETS</b>		
Unrestricted	4,096,483	4,238,196
Temporarily restricted (Note 9)	<u>191,839</u>	<u>122,523</u>
Total net assets	<u>4,288,322</u>	<u>4,360,719</u>
Total liabilities and net assets	<u>\$ 9,425,540</u>	<u>\$ 10,291,328</u>

*The accompanying notes are an integral part of these financial statements.*

**PHOENIX HOUSES OF NEW ENGLAND, INC.**  
**Statement of Operations and Changes in Net Assets**  
**For the year ended June 30, 2017**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
<b>OPERATING REVENUES AND SUPPORT</b>			
Government contract revenue	\$ 10,165,299	\$ -	\$ 10,165,299
Client and third-party revenue (Note 8)	13,982,349	-	13,982,349
Donated goods and services	205,551	-	205,551
Grants and contributions	62,978	24,219	87,197
Special event revenue, net of costs of direct benefits to donors of approximately \$23,000	124,160	-	124,160
Other revenue	52,195	-	52,195
Net assets released from restrictions	19,947	(19,947)	-
Total operating revenues and support	<u>24,612,479</u>	<u>4,272</u>	<u>24,616,751</u>
<b>EXPENSES (Note 11)</b>			
Salaries	11,155,898	-	11,155,898
Employee benefits and payroll taxes	2,400,580	-	2,400,580
Consulting and contractual services	2,790,225	-	2,790,225
Resident sustenance	1,379,893	-	1,379,893
Occupancy costs	2,167,136	-	2,167,136
Vehicle costs	189,687	-	189,687
Communications	537,057	-	537,057
Office and program supplies	849,852	-	849,852
Insurance	497,807	-	497,807
Travel	241,836	-	241,836
Interest	42,557	-	42,557
Miscellaneous	235,961	-	235,961
Repairs and maintenance	549,075	-	549,075
Depreciation and amortization	578,932	-	578,932
Administrative charges from Parent	1,117,000	-	1,117,000
Total operating expenses	<u>24,733,496</u>	<u>-</u>	<u>24,733,496</u>
(Loss) income from operations	<u>(121,017)</u>	<u>4,272</u>	<u>(116,745)</u>
<b>OTHER ITEMS</b>			
Depreciation on capital assets funded by government grants	<u>(32,372)</u>	<u>-</u>	<u>(32,372)</u>
(Deficiency in) excess of revenues and support over expenses and other items	<u>(153,389)</u>	<u>4,272</u>	<u>(149,117)</u>
<b>OTHER CHANGES IN NET ASSETS</b>			
Contributions restricted for capital initiatives	-	76,720	76,720
Net assets released for capital initiatives	11,676	(11,676)	-
Changes in net assets	<u>(141,713)</u>	<u>69,316</u>	<u>(72,397)</u>
Net assets, beginning of year	<u>4,238,196</u>	<u>122,523</u>	<u>4,360,719</u>
Net assets, end of year	<u>\$ 4,096,483</u>	<u>\$ 191,839</u>	<u>\$ 4,288,322</u>

*The accompanying notes are an integral part of this financial statement.*

**PHOENIX HOUSES OF NEW ENGLAND, INC.**  
**Statement of Operations and Changes in Net Assets**  
**For the year ended June 30, 2016**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
<b>OPERATING REVENUES AND SUPPORT</b>			
Government contract revenue	\$ 11,403,329	\$ -	\$ 11,403,329
Client and third-party revenue (Note 8)	14,713,502	-	14,713,502
Donated goods	261,464	-	261,464
Grants and contributions	132,275	57,075	189,350
Special event revenue, net of costs of direct benefits to donors of approximately \$6,000	30,195	-	30,195
Other revenue	28,508	-	28,508
Net assets released from restrictions	53,284	(53,284)	-
Total operating revenues and support	<u>26,622,557</u>	<u>3,791</u>	<u>26,626,348</u>
<b>EXPENSES (Note 11)</b>			
Salaries	12,769,317	-	12,769,317
Employee benefits and payroll taxes	3,194,263	-	3,194,263
Consulting and contractual services	3,206,001	-	3,206,001
Resident sustenance	1,499,868	-	1,499,868
Occupancy costs	2,485,599	-	2,485,599
Vehicle costs	242,635	-	242,635
Communications	665,960	-	665,960
Office and program supplies	901,756	-	901,756
Insurance	428,550	-	428,550
Travel	256,800	-	256,800
Interest	92,940	-	92,940
Miscellaneous	248,532	-	248,532
Repairs and maintenance	562,362	-	562,362
Depreciation and amortization	624,402	-	624,402
Administrative charges from Parent	519,200	-	519,200
Total operating expenses	<u>27,698,185</u>	<u>-</u>	<u>27,698,185</u>
(Loss) income from operations	<u>(1,075,628)</u>	<u>3,791</u>	<u>(1,071,837)</u>
<b>OTHER ITEMS</b>			
Depreciation on capital assets funded by government grants	<u>(34,078)</u>	<u>-</u>	<u>(34,078)</u>
(Deficiency in) excess of revenues and support over expenses and other items	<u>(1,109,706)</u>	<u>3,791</u>	<u>(1,105,915)</u>
<b>OTHER CHANGES IN NET ASSETS</b>			
Contributions restricted for capital initiatives	-	54,184	54,184
Net assets released for capital initiatives	58,290	(58,290)	-
Changes in net assets	<u>(1,051,416)</u>	<u>(315)</u>	<u>(1,051,731)</u>
Net assets, beginning of year	<u>5,289,612</u>	<u>122,838</u>	<u>5,412,450</u>
Net assets, end of year	<u>\$ 4,238,196</u>	<u>\$ 122,523</u>	<u>\$ 4,360,719</u>

*The accompanying notes are an integral part of this financial statement.*

**PHOENIX HOUSES OF NEW ENGLAND, INC.**  
**Statements of Cash Flows**  
**For the years ended June 30, 2017 and 2016**

	<u>2017</u>	<u>2016</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Changes in net assets	\$ (72,397)	\$ (1,051,731)
Adjustments to reconcile changes in net assets to net cash provided by operating activities:		
Provision for doubtful accounts	(513,552)	105,854
Depreciation and amortization	611,304	658,480
Forgiveness of notes receivable	5,000	5,000
Contributions restricted for capital expenditures	(76,720)	(54,184)
Changes in operating assets and liabilities:		
Due from government agencies	843,326	1,829,938
Other receivables	215,659	(496,624)
Contributions receivable	(23,753)	34,039
Prepaid expenses and other assets	182,229	17,519
Accounts payable and accrued expenses	(188,317)	189,197
Due to government agencies	4,315	-
Due to Parent	<u>(405,104)</u>	<u>(986,229)</u>
Net cash provided by operating activities	<u>581,990</u>	<u>251,259</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchases of property and equipment	<u>(363,600)</u>	<u>(211,025)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Contributions restricted for capital expenditures	76,720	54,184
Repayment of revolving loan fund	-	(100,000)
Principal payments on long-term debt	<u>(204,285)</u>	<u>(134,554)</u>
Net cash used in financing activities	<u>(127,565)</u>	<u>(180,370)</u>
Net increase (decrease) in cash and cash equivalents	90,825	(140,136)
Cash and cash equivalents, beginning of year	<u>49,222</u>	<u>189,358</u>
Cash and cash equivalents, end of year	<u>\$ 140,047</u>	<u>\$ 49,222</u>
<b>Supplemental disclosure of cash flow information:</b>		
Interest paid	<u>\$ 42,557</u>	<u>\$ 92,940</u>

*The accompanying notes are an integral part of these financial statements.*

# PHOENIX HOUSES OF NEW ENGLAND, INC.

## Notes to Financial Statements

June 30, 2017 and 2016

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### 1. ORGANIZATION

Phoenix Houses of New England, Inc. (“PH New England”) is a Section 501(c)(3) not-for-profit organization, exempt from federal income taxes under Section 501(a) of the Internal Revenue Code (the “Code”). PH New England is also exempt from state and local taxes under similar provisions. PH New England was established in order to operate therapeutic treatment centers for the rehabilitation of drug and substance abusers throughout New England.

Through June 30, 2016, Phoenix House Foundation, Inc. was the sole member of PH New England and the following affiliated organizations: Phoenix Houses of New York, Inc. and Affiliates (which consists of Phoenix Houses of New York, Inc. and Phoenix Houses of Long Island, Inc.); Phoenix Houses of California, Inc. and Affiliates (which consists of Phoenix Houses of California, Inc.; Phoenix Houses of Los Angeles, Inc.; Phoenix House Orange County, Inc.; and Phoenix House San Diego, Inc.); Phoenix Houses of the Mid-Atlantic, Inc. and Affiliate (which consists of Phoenix Houses of the Mid-Atlantic, Inc. and Phoenix Houses of Mid-Atlantic Property Management, Inc.); Phoenix Programs of Florida, Inc.; Phoenix Houses of Texas, Inc.; American Council for Drug Education, Inc.; Center on Addiction and the Family, Inc.; and Phoenix Houses of New Jersey, Inc.

On April 11, 2016, a new corporation, named “Phoenix House,” was incorporated in the State of Minnesota. Phoenix House is a nonprofit corporation which, effective September 29, 2017, was granted recognition of its federal tax exempt status as an organization described in Internal Revenue Code § 501(c)(3).

As of July 1, 2016, Phoenix House (the “Parent”) became the sole corporate member of the following affiliated organizations: Phoenix House Foundation, Inc., Phoenix Houses of California, Inc., Phoenix Houses of New York, Inc., Phoenix Houses of New England, Inc., Phoenix Houses of Texas, Inc., Phoenix Programs of Florida, Inc., and Phoenix Houses of the Mid-Atlantic, Inc. Phoenix House Foundation, Inc. remains the sole corporate member of the American Council for Drug Education, Inc., Center on Addiction and the Family, Inc., and Phoenix Houses of New Jersey, Inc.

The accompanying 2017 and 2016 financial statements reflect losses from operations totaling \$116,745 and \$1,071,837, respectively. In order to address the operational deficits and ensure the long-term viability of PHNE’s program services, management and the Board are evaluating the discontinuation of unprofitable programs and will restructure the remaining programs in order to improve operating margins, before administrative expense allocations from the Parent (see also Note 3).

### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

#### Basis of Presentation

The accompanying financial statements have been prepared using the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (“US GAAP”). Accordingly, the net assets of PH New England and changes therein are classified and reported based upon the existence or absence of donor-imposed restrictions as follows:

- Unrestricted net assets represent expendable resources that are used to carry out PH New England’s operations and are not subject to donor-imposed stipulations.

# PHOENIX HOUSES OF NEW ENGLAND, INC.

## Notes to Financial Statements

June 30, 2017 and 2016

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- Temporarily restricted net assets represent resources that contain donor-imposed restrictions that permit PH New England to use or expend such resources only as or when specified. Restrictions are satisfied either by the passage of time or by actions of PH New England.
- Permanently restricted net assets contain donor-imposed restrictions that stipulate that such resources be maintained permanently. PH New England had no permanently restricted net assets at June 30, 2017 and 2016.

### Cash and Cash Equivalents

PH New England considers all highly liquid financial instruments, which principally consist of money market funds, with original maturities of three months or less from the date of purchase to be cash equivalents.

### Use of Estimates

The preparation of financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. The allowance for doubtful accounts on receivables, the useful lives assigned to fixed assets and the fair value of donated goods and services represent significant accounting estimates reflected in the accompanying financial statements. Actual results could differ from those estimates.

### Donated Goods and Services

Donated goods are recorded as revenues and assets (at fair value when received) and expenses (when used) on the statement of operations and changes in net assets. Food stamps are recorded at face amount, which is the same as fair value, as revenues and assets and are charged to resident sustenance when expended. Donated goods received during the years ended June 30, 2017 and 2016 totaled approximately \$189,000 and \$261,000, respectively.

PH New England receives contributed legal services that meet the criteria established by US GAAP for recognition as contributions. Such services are recorded as part of donated goods and services on the accompanying statements of operations and changes in net assets at fair value, which for the year ended June 30, 2017 approximated \$17,000. There were no contributed services received for the year ended June 30, 2016.

### Property and Equipment

Property and equipment are stated at cost, if purchased, or if donated, at fair value at the date of gift, less accumulated depreciation and amortization. PH New England capitalizes assets acquired for greater than \$1,000 and with useful lives greater than three years. Depreciation is computed on the straight-line basis over the estimated useful lives of the assets as follows:

Buildings and improvements	4 - 40 years
Furniture, fixtures and equipment	3 - 7 years
Computer equipment and vehicles	3 - 5 years

# **PHOENIX HOUSES OF NEW ENGLAND, INC.**

## **Notes to Financial Statements**

**June 30, 2017 and 2016**

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Furniture, fixtures and equipment acquired under capital lease arrangements are amortized using the straight-line method over the shorter of the lease term or the estimated useful life of the asset.

### **Statement of Operations and Changes in Net Assets**

PH New England's operating income includes all unrestricted revenues and expenses. Other items include depreciation on capital assets funded with government grants and losses on disposals of capital assets. The statement of operations and changes in net assets also includes the caption "(deficiency in) excess of revenues and support over expenses and other items," which is the performance indicator. Other changes in net assets, which are excluded from the performance indicator, consistent with industry practice, include capital contributions (including assets acquired using contributions which by donor restriction are to be used for the purposes of acquiring such assets).

### **Revenue and Support**

Contributions (including unconditional promises to give) are recorded at fair value when received. Revenues relative to special events are recognized upon occurrence of the respective event. Contributions received with donor stipulations that limit the use of the donated assets are reported as either temporarily or permanently restricted support. Unconditional promises to give, with payments due in future years, are reported as either temporarily restricted or permanently restricted support and discounted to present value. When a donor restriction expires, that is, when a time restriction ends or purpose restriction is fulfilled, temporarily restricted net assets are reclassified to unrestricted net assets and reported on the statement of operations and changes in net assets as net assets released from restrictions. Contributions restricted by donors for the acquisition of property and equipment are released from their restrictions when the respective assets are acquired or constructed and placed into service. Such contributions and related releases are reported below the performance indicator.

### **Special Events Revenue**

Special events revenue consists of proceeds from fundraising events, reported net of direct donor benefits, if any. Revenue and related expenses are recognized upon occurrence of the respective event to which they pertain. For the years ended June 30, 2017 and 2016, direct benefits to donors totaled approximately \$23,000 and \$6,000, respectively.

### **Government Contract Revenue**

PH New England's contracts and other program funding arrangements with government agencies are classified as part of operating activities within the unrestricted net asset category and revenue is recognized when earned. PH New England operates under various contracts with government agencies which generally cover a one-year period, subject to annual renewal. The terms of these contracts allow the grantors the right to audit the costs incurred thereunder and adjust contract funding based upon, among other things, the amount of program income received. Any costs disallowed by the grantor would be absorbed by PH New England and any adjustments by grantors would be recorded when amounts are known; however, it is the opinion of management that disallowances, if any, would not be material to the accompanying financial statements.



Subject: Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST-10)

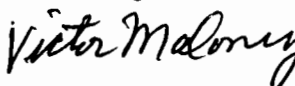
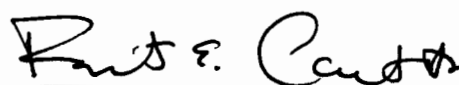
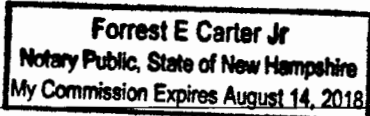
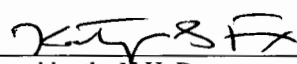
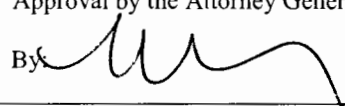
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Seacoast Youth Services		1.4 Contractor Address 867 Lafayette Road Seabrook, NH 03874	
1.5 Contractor Phone Number 603-474-3332	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 \$73,200
1.9 Contracting Officer for State Agency E. Maria 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 Victor MALONEY Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>6/1/18</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 Mr. Forrest E. Carter Jr.			
1.14 State Agency Signature  Date: <u>6/7/18</u>		1.15 Name and Title of State Agency Signatory Katja 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>6/8/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**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-c or any other provision of law.  
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**  
6.1 In connection with the performance of the Services, the Contractor shall comply with all 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

Contractor Initials um  
Date 6/1/18

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, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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.

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Date 6/1/18

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 supersedes all prior Agreements and understandings relating hereto.

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Date 6/1/18



## 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.

### 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 recovery from alcohol and drug problems. At a minimum, the Contractor must:



Exhibit A

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- 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.
    - 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



Exhibit A

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. Transitional Living Services provide residential substance use disorder treatment services according to an individualized treatment plan designed to support individuals as they transition back into the community. Transitional Living Services are not defined by ASAM. Transitional Living services must include at least 3 hours of clinical services per week of which at least 1 hour must be delivered by a Licensed Counselor or unlicensed Counselor working under the supervision of a Licensed Supervisor and the remaining hours must be delivered by a Certified Recovery Support Worker (CRSW) working under a Licensed Supervisor or a Licensed Counselor. The maximum length of stay in this service is six (6) months. Adult residents typically work in the community and may pay a portion of their room and board.



Exhibit A

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- 2.3.1.6. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. Low-Intensity Residential Treatment services provide residential substance use disorder treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.
  - 2.3.1.7. 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.
  - 2.3.1.8. High Intensity Residential Treatment for Pregnant and Parenting Women as defined as ASAM Criteria, Level 3.5. This service provides residential substance use disorder treatment to pregnant women and their children when appropriately designed to assist individuals who require a more intensive level of service in a structured setting.
  - 2.3.1.9. Ambulatory Withdrawal Management services as defined as ASAM Criteria, Level 1-WM as an outpatient service. Withdrawal Management services provide a combination of clinical and/or medical services utilized to stabilize the client while they are undergoing withdrawal.
  - 2.3.1.10. 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 2.3.1.10 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 Name

Exhibit A

Contractor Initials *LM*

RFA-2019-BDAS-01-SUBST

Page 4 of 26

Date *6/1/18*





Exhibit A

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. Recovery Support Services

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 2.3.1.10 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

2.4.2.2. Transportation for Pregnant and Parenting Women:



Exhibit A

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- 2.4.2.2.1. The Contractor may provide transportation services to pregnant and parenting women to and from services as required by the client's treatment plan.
  - 2.4.2.2.2. The Contractor may use Contractor's own vehicle, and/or purchase public transportation passes and/or pay for cab fare. The Contractor shall:
    - 2.4.2.2.2.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.
    - 2.4.2.2.2.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order
    - 2.4.2.2.2.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
  - 2.4.2.3. Child Care for Pregnant and Parenting Women:
    - 2.4.2.3.1. The Contractor may provide child care to children of pregnant and parenting women while the individual is in treatment and case management services.
    - 2.4.2.3.2. The Contractor may directly provide child care and/or pay for childcare provided by a licensed childcare provider.
    - 2.4.2.3.3. The Contractor shall comply with all applicable Federal and State childcare regulations such as but not limited to New Hampshire Administrative Rule He-C 4002 Child Care Licensing.

Contractor Name

Exhibit A

Contractor Initials UNW

RFA-2019-BDAS-01-SUBST

Page 6 of 26

Date 6/1/18



Exhibit A

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.

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 2.3.1.10 (except for Section 2.3.1.5 Transitional Living) 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, 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



Exhibit A

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.
- 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 choses 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 chose:
    - 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:

Contractor Name

Exhibit A

Contractor Initials WV

RFA-2019-BDAS-01-SUBST

Page 8 of 26

Date 6/1/18



Exhibit A

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- 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:
    - 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.



Exhibit A

- 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.
- 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.

Contractor Name

Exhibit A

Contractor Initials *LM*

RFA-2019-BDAS-01-SUBST

Page 10 of 26

Date *6/1/18*



Exhibit A

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- 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
- 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



Exhibit A

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)

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





Exhibit A

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.

Contractor Name

Exhibit A

Contractor Initials *um*

RFA-2019-BDAS-01-SUBST

Page 13 of 26

Date *6/1/18*



Exhibit A

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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, 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 2.9.4 above.
  - 2.8.5. The Contractor must complete continuing care, transfer, and discharge plans for all Services in Section 2.3, except for Transitional Living (See Section 2.3.1.5), 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

Contractor Name

Exhibit A

Contractor Initials *[Signature]*

Date 6/1/18



Exhibit A

- 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
- 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



Exhibit A

- 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 Recovery Support Services and 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>
- 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. 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->

Contractor Name

Exhibit A

Contractor Initials     

RFA-2019-BDAS-01-SUBST

Page 16 of 26

Date 6/1/18



Exhibit A

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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 Education Tools that include:
      - 2.9.1.4.1. Asses 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.



Exhibit A

- 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.
  - 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.

**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 8.1.2).
  - 3.1.5. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.

Contractor Name

Exhibit A

Contractor Initials Wm

RFA-2019-BDAS-01-SUBST

Page 18 of 26

Date 6/1/18



Exhibit A

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- 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;
    - 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



Exhibit A

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.
- 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.





Exhibit A

- 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.
- 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



Exhibit A

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- 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;
  - 6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form"

Contractor Name

Exhibit A

Contractor Initials 

Date 4/1/18



Exhibit A

(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
- 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. 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

Contractor Name

Exhibit A

Contractor Initials LM

RFA-2019-BDAS-01-SUBST

Page 23 of 26

Date 4/1/18



Exhibit A

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:

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.



Exhibit A

- 
- 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
  - 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.

Contractor Name

Exhibit A

Contractor Initials     *W*    

RFA-2019-BDAS-01-SUBST

Page 25 of 26

Date     *6/1/18*



Exhibit A

**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:
  - 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

Contractor Name

Exhibit A

Contractor Initials     *WV*    

RFA-2019-BDAS-01-SUBST

Page 26 of 26

Date     *6/1/18*



### 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 541-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.

# PHOENIX HOUSES OF NEW ENGLAND, INC.

## Notes to Financial Statements

June 30, 2017 and 2016

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### Client and Third-Party Revenue

Inpatient and outpatient services rendered to Medicaid program beneficiaries are reimbursed based on pre-determined rates. Medicaid and managed Medicaid approximated 73% and 62% of total client and third-party revenue for the years ended June 30, 2017 and 2016, respectively. Contracts have been entered into with commercial insurance carriers and reimbursement is based on contracted rates.

Laws and regulations governing healthcare programs are complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates will change by a material amount in the near-term. Noncompliance with such laws and regulations could result in fines, penalties, and exclusion from such programs. The federal government and many states have aggressively increased enforcement under Medicaid antifraud and abuse legislation. PH New England believes that it is in compliance, in all material respects, with all applicable laws and regulations and, is not aware of any pending or threatened investigations involving allegations of potential wrongdoing. While no such regulatory inquiries have been made, compliance with such laws and regulations can be subject to future government review and interpretation.

Noncompliance with such laws and regulations could result in repayments of amounts improperly reimbursed, substantial monetary fines, civil and criminal penalties and exclusion from the Medicaid program.

### Concentration of Credit Risk

Financial instruments that potentially subject PH New England to concentrations of credit risk consist principally of cash and cash equivalents. PH New England maintains its cash and cash equivalents in various bank deposit accounts that, at times, may exceed federally insured limits. PH New England's cash and cash equivalents have been placed with high credit quality financial institutions at June 30, 2017 and 2016, and PH New England believes the risk of nonperformance by these financial institutions to be remote.

PH New England provides drug and alcohol rehabilitation services through its inpatient and outpatient care facilities. PH New England grants credit without collateral to clients, however, it routinely obtains assignment of (or is otherwise entitled to receive) clients' benefits payable under their respective health insurance programs, plans, or policies (e.g., Medicaid and commercial insurance providers).

Amounts due from government agencies and other receivables by financial class as a percentage of total accounts receivable at June 30, 2017 and 2016, are as follows:

	<u>2017</u>	<u>2016</u>
Medicaid/Managed Medicaid	27 %	36 %
Commercial insurance	43	31
Other third-party payors	<u>30</u>	<u>33</u>
	<u>100 %</u>	<u>100 %</u>

# PHOENIX HOUSES OF NEW ENGLAND, INC.

## Notes to Financial Statements

June 30, 2017 and 2016

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### Income Taxes

PH New England follows guidance that clarifies the accounting for uncertainty in tax positions taken or expected to be taken in a tax return, including issues relating to financial statement recognition and measurement. This guidance provides that the tax effects from an uncertain tax position can only be recognized in the financial statements if the position is “more-likely-than-not” to be sustained if the position were to be challenged by a taxing authority. The assessment of the tax position is based solely on the technical merits of the position, without regard to the likelihood that the tax position may be challenged.

PH New England is exempt from federal income tax under IRC section 501(c)(3), though it is subject to tax on income unrelated to its exempt purpose, unless that income is otherwise excluded by the Code. PH New England has processes presently in place to ensure the maintenance of its tax-exempt status; to identify and report unrelated income; to determine its filing and tax obligations in jurisdictions for which it was nexus; and to identify and evaluate other matters that may be considered tax positions. PH New England has determined that there are no material uncertain tax positions that require recognition or disclosure in the financial statements.

### Subsequent Events

PH New England evaluated its subsequent events through March 9, 2018, the date these financial statements were available to be issued.

## 3. RELATED PARTY TRANSACTIONS

PH New England is charged for administrative services provided by its Parent based upon a cost allocation plan. The administrative expenses charged by the Parent approximate the federally approved indirect cost rate for the Parent and its affiliates on a consolidated basis, adjusted to reflect PH New England’s own administrative expenses. For the years ended June 30, 2017 and 2016, such allocated charges totaled approximately \$1,117,000 and \$519,000, respectively, and are included as part of administrative charges from Parent on the accompanying statements of operations and changes in net assets.

The Parent has adopted a cash management strategy with the principal goal of pooling its cash balances with those of its affiliates to maximize returns and reduce short-term borrowings and to pay for certain costs on behalf of the respective affiliates on a reimbursable basis. As a result of this strategy, certain affiliates participating in the cash management program will have corresponding amounts due to/(from) the Parent as of the reporting date. Amounts reflected as due to Parent on the accompanying statements of financial position of approximately \$3,228,000 and \$3,633,000 as of June 30, 2017 and 2016, respectively, relate to costs incurred by PH New England, but paid for by the Parent. The Parent has represented to PH New England that it will defer collection of this debt and continue to support the operations of PH New England, as needed, until at least April 2019.

## 4. CONTRIBUTIONS RECEIVABLE

At June 30, 2017 and 2016, contributions receivable consist of unconditional promises to give of approximately \$47,000 and \$23,000, respectively, which are expected to be collected within one year.

# PHOENIX HOUSES OF NEW ENGLAND, INC.

## Notes to Financial Statements

June 30, 2017 and 2016

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Multi-year pledges received are recorded at the present value of their expected future cash flows using a credit adjusted discount rate which articulates with the collection period of the respective pledge. Discount rates assigned to multi-year pledges in the year of origination are not subsequently revised.

### 5. NOTES RECEIVABLE

During May 2012, PH New England entered into a lease, with no stated rental payments due, and a promissory agreement with Central Vermont Community Land Trust ("CVCLT"), a non-profit corporation existing under the laws of the State of Vermont. In conjunction with a new program, PH New England agreed to lease a facility from CVCLT for twenty years. As part of the lease agreement, PH New England entered into a non-interest bearing note of \$100,000 payable by CVCLT and secured by a mortgage of and security interest in the property in Barre, Vermont. The principal of this note does not bear interest nor will any principal be due at any time during which the lease between PH New England and CVCLT is in effect and for a period beginning on the date of termination of the lease and ending on the last day of the twelfth calendar month after such date. The principal due shall be reduced by \$5,000 each year for the initial twenty year term of the lease, beginning with the commencement of the new program, beginning July 1, 2013. In the event the lease is in effect throughout the entire initial 20 year term, the note shall be deemed paid in full upon the conclusion of such term. In the event the lease terminates prior to the conclusion of the initial lease term, then the remaining principal shall be due and payable on the last day of the twelfth full calendar month following termination of the lease. Interest shall begin to accrue on such remaining principal balance beginning on the first day of the first month following the due date at a rate equal to the U.S. Department of the Treasury One Year Treasury Bill Rate in effect on the due date. At June 30, 2017 and 2016, the balance of this note receivable was \$80,000 and \$85,000, respectively. Use of this facility is received free of charge, however, is cancellable by any party to the lease agreement. Given the immaterial amount of the free rent received, the fair value for the right to use this space has not been quantified and recognized in the accompanying financial statements.

During July 2010, PH New England entered into a lease and promissory agreement with Burlington Housing Authority ("BHA"), a housing authority existing under the laws of the State of Vermont and the City of Burlington. In conjunction with a new program, PH New England agreed to lease a facility from BHA for twenty-five years. As part of the lease agreement, PH New England entered into a non-interest bearing note of \$75,000 due and payable by BHA on the last day of the twelfth full calendar month immediately following the termination of the lease. Interest accrues on the principal balance of this note, beginning on the first day of the first month following the due date, at a rate equal to the One Year Treasury Bill rate in effect on that date. At June 30, 2017 and 2016, the balance of this note receivable was \$75,000. Total rent expense associated with the lease for this space totaled approximately \$52,000 for each of the years ended June 30, 2017 and 2016.

**PHOENIX HOUSES OF NEW ENGLAND, INC.**  
**Notes to Financial Statements**  
**June 30, 2017 and 2016**

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**6. PROPERTY AND EQUIPMENT, NET**

At June 30, 2017 and 2016, property and equipment, net, consists approximately of the following:

	<u>2017</u>	<u>2016</u>
Land	\$ 77,000	\$ 77,000
Buildings and improvements	11,505,000	11,163,000
Furniture, fixtures and equipment	1,522,000	1,500,000
Computer equipment	846,000	847,000
Vehicles	<u>45,000</u>	<u>45,000</u>
	13,995,000	13,632,000
Less: Accumulated depreciation and amortization	<u>(8,690,000)</u>	<u>(8,079,000)</u>
	<u>\$ 5,305,000</u>	<u>\$ 5,553,000</u>

**7. LONG-TERM DEBT**

At June 30, 2017 and 2016, long-term debt consists of the following:

- On May 1, 2007, PH New England entered into a loan agreement with Citizens Bank of Rhode Island in the amount of \$146,000 due in 120 monthly installments with a final balloon payment at the end of the term. The interest rate resets in the fifth year of the loan at a rate equal to the then 5-Year Treasury Constant Maturity rate plus an additional one hundred and seventy-five basis points (175) which resulted in a rate of 2.59% effective June 2012 through the term of the loan agreement in April 2017. The proceeds of the loan were used to purchase and renovate a building in Springfield, MA. Amounts due under the mortgage are secured by the property purchased. During the year ended June 30, 2017, the balance of this loan was repaid in accordance with the terms of the loan agreement. At June 30, 2016, the balance of this mortgage payable was approximately \$70,000.
- On July 18, 2008, PH New England entered into a loan agreement with Citizens Bank of Rhode Island in the amount of \$200,000 due in 120 monthly installments with a final balloon payment, including interest amortized over fifteen years at a rate of 6.46%, due in July 2018. On November 25, 2014, a modification was made to the loan agreement changing the interest rate to 3.99% effective November 19, 2014 and remaining fixed at that rate through the maturity date. All other terms and conditions of the Note remain the same. The proceeds of the loan were used to purchase and renovate a building in Holyoke, MA. Amounts due under the mortgage are secured by property in Springfield, MA. At June 30, 2017 and 2016, the balance of this mortgage payable was approximately \$98,000 and \$115,000, respectively.
- On October 1, 2014, PH New England entered into a loan agreement with Old Colony Realty, LLC in the amount of \$400,000 due in 48 monthly installments. The interest rate is fixed at 9.242%. The proceeds of the loan were used to renovate a building in Quincy, MA. At June 30, 2017 and 2016, the balance of this mortgage payable was approximately \$150,000 and \$251,000, respectively.



# PHOENIX HOUSES OF NEW ENGLAND, INC.

## Notes to Financial Statements

June 30, 2017 and 2016

- On November 25, 2014, PH New England entered into a loan agreement with Citizens Bank of Rhode Island in the amount of \$468,000 due in 120 monthly installments with a final balloon payment at the end of the term. The interest rate for years 1-5 is fixed at 3.99%. The interest rate resets in the sixth year of the loan at the Bank's Five Year Cost of Funds plus an additional two hundred and ten basis points (210) effective November 2019 through the term of the loan agreement in April 2024. The proceeds of the loan were used to renovate a building in Quincy, MA. Amounts due under the mortgage are secured by property in Providence, RI. At June 30, 2017 and 2016, the balance of this mortgage payable was approximately \$426,000 and \$443,000, respectively.

Approximate annual principal payments due on all debt obligations are as follows for the years ended June 30:

2018	\$ 146,000
2019	144,000
2020	19,000
2021	20,000
2022	20,000
Thereafter	325,000
	<u>\$ 674,000</u>

### 8. CLIENT AND THIRD-PARTY REVENUE

For the years ended June 30, 2017 and 2016, client and third-party revenue consists approximately of the following:

	<u>2017</u>	<u>2016</u>
Healthcare services	\$ 10,202,000	\$ 9,221,000
Food stamps	59,000	63,000
Private insurance and client payments	3,423,000	4,759,000
Client fees	298,000	617,000
School lunch program	-	19,000
Education, tutoring, and other	-	35,000
	<u>\$ 13,982,000</u>	<u>\$ 14,714,000</u>

### 9. TEMPORARILY RESTRICTED NET ASSETS

At June 30, 2017 and 2016, temporarily restricted net assets are available for the following purposes:

	<u>2017</u>	<u>2016</u>
Capital initiatives	\$ 70,000	\$ 5,000
Program initiatives	122,000	118,000
	<u>\$ 192,000</u>	<u>\$ 123,000</u>

# PHOENIX HOUSES OF NEW ENGLAND, INC.

## Notes to Financial Statements

June 30, 2017 and 2016

For the years ended June 30, 2017 and 2016, net assets totaling approximately \$32,000 and \$112,000, respectively, were released in satisfaction of donor-imposed restrictions for program and capital initiatives.

### 10. RETIREMENT PLANS

PH New England has a tax-deferred annuity plan, which is sponsored by the Parent, for all eligible employees under Section 403(b) of the Code. PH New England makes contributions equal to 3% to 10% of each active participant's compensation, based on years of service, as defined in the plan agreement. Total contributions to this plan by PH New England for fiscal 2017 and 2016, totaled approximately \$218,000 and \$452,000, respectively, and are recorded as part of employee benefits and payroll taxes on the accompanying statements of operations and changes in net assets.

PH New England has a 457(b) deferred compensation plan, which is administered by the Parent, to provide certain employees of PH New England with the benefit of additional tax-deferred retirement savings opportunities. The annual 457(b) deferral limitation for 2017 and 2016 was \$18,000 each year. This plan is entirely funded by employee salary deferrals. Plan assets and liabilities pertaining to the 457(b) plan, which are immaterial to the accompanying financial statements, have not been recognized.

### 11. FUNCTIONAL EXPENSES

PH New England provides drug and alcohol rehabilitative healthcare services to clients and related support activities as further described in Notes 1 and 2. Expenses related to providing these services, included in the accompanying statements of operations and changes in net assets for the years ended June 30, 2017 and 2016, are approximately as follows:

	<u>2017</u>	<u>2016</u>
Residential treatment services	\$ 12,468,000	\$ 14,506,000
Ambulatory treatment services	2,071,000	2,759,000
Healthcare services	6,314,000	6,632,000
Administration and general	3,750,000	3,683,000
Fundraising	<u>130,000</u>	<u>118,000</u>
Total expenses	<u>\$ 24,733,000</u>	<u>\$ 27,698,000</u>

Residential treatment services are costs associated with providing residential care and treatment to clients. Ambulatory treatment services are costs associated with providing treatment on an outpatient basis to clients.

Supporting services represent costs for administrative and general support activities not directly related to providing rehabilitation services. Fundraising includes the salaries and related expenses of employees involved in fundraising activities.

# PHOENIX HOUSES OF NEW ENGLAND, INC.

## Notes to Financial Statements

June 30, 2017 and 2016

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### 12. COMMITMENTS AND CONTINGENCIES

#### Lease Commitments

PH New England leases facilities, vehicles and other equipment under various non-cancelable operating leases expiring at various dates through fiscal 2024. Total expense under these leases was approximately \$1,223,000 and \$1,411,000 for the years ended June 30, 2017 and 2016, respectively.

Future minimum rental payments due are approximately as follows for the years ended June 30:

2018	\$ 1,023,000
2019	1,474,000
2020	109,000
2021	101,000
2022	76,000
Thereafter	<u>7,000</u>
	<u>\$ 2,790,000</u>

In addition, PH New England rents certain facilities under operating leases on a month-to-month basis. Rent expense relating to these month-to-month leases totaled approximately \$210,000 and \$325,000 for the years ended June 30, 2017 and 2016, respectively.

#### Litigation

PH New England is contingently liable under various claims which have arisen in the ordinary course of its operations. In the opinion of management, the claims will be defended as appropriate and, in certain cases, are adequately covered by insurance. PH New England believes that the resolution of these matters will not have a material effect on its financial position, changes in net assets or cash flows.

**SUPPLEMENTARY INFORMATION**

**PHOENIX HOUSES OF NEW ENGLAND, INC.**  
**Supplemental Information - Schedule of Functional Expenses**  
**For the year ended June 30, 2017**

	Program Services				Supporting Services			
	Residential Treatment Services	Ambulatory Treatment Services	Healthcare Services	Total	Administration and General	Fund- raising	Total	Total
Salaries	\$ 5,392,996	\$ 1,359,254	\$ 2,861,219	\$ 9,613,469	\$ 1,469,455	\$ 72,974	\$ 1,542,429	\$ 11,155,898
Employee benefits and payroll taxes	1,226,379	330,011	648,564	2,204,954	179,600	16,026	195,626	2,400,580
Consulting and contractual services	1,320,601	117,541	1,127,747	2,565,889	224,336	-	224,336	2,790,225
Resident sustenance	962,682	27	417,184	1,379,893	-	-	-	1,379,893
Occupancy costs	1,380,771	88,536	400,392	1,869,699	283,006	14,431	297,437	2,167,136
Vehicle costs	105,325	7,031	22,689	135,045	54,642	-	54,642	189,687
Communications	337,071	25,763	102,198	465,032	66,489	5,536	72,025	537,057
Office and program supplies	477,084	23,029	279,625	779,738	54,747	15,367	70,114	849,852
Insurance	282,480	50,472	84,400	417,352	79,060	1,395	80,455	497,807
Travel	90,044	38,512	49,634	178,190	61,620	2,026	63,646	241,836
Interest	24,252	-	18,305	42,557	-	-	-	42,557
Miscellaneous	101,299	8,735	45,325	155,359	79,020	1,582	80,602	235,961
Repairs and maintenance	359,235	14,389	126,233	499,857	48,502	716	49,218	549,075
Depreciation and amortization	407,532	7,941	130,439	545,912	32,651	369	33,020	578,932
Administrative charges from Parent	-	-	-	-	1,117,000	-	1,117,000	1,117,000
Total expenses reported by function	<u>\$ 12,467,751</u>	<u>\$ 2,071,241</u>	<u>\$ 6,313,954</u>	<u>\$ 20,852,946</u>	<u>\$ 3,750,128</u>	<u>\$ 130,422</u>	<u>\$ 3,880,550</u>	<u>\$ 24,733,496</u>

*This schedule should be read in conjunction with the accompanying report of independent certified public accountants on supplementary information and financial statements and notes thereto.*

**PHOENIX HOUSES OF NEW ENGLAND, INC.**  
**Supplemental Information - Schedule of Functional Expenses**  
**For the year ended June 30, 2016**

	Program Services				Supporting Services			
	Residential Treatment Services	Ambulatory Treatment Services	Healthcare Services	Total	Administration and General	Fund-raising	Total	Total
Salaries	\$ 6,267,493	\$ 1,773,318	\$ 3,023,183	\$ 11,063,994	\$ 1,635,803	\$ 69,520	\$ 1,705,323	\$ 12,769,317
Employee benefits and payroll taxes	1,603,021	458,820	766,320	2,828,161	349,019	17,083	366,102	3,194,263
Consulting and contractual services	1,460,080	64,091	1,128,405	2,652,576	553,343	82	553,425	3,206,001
Resident sustenance	1,046,807	38	453,023	1,499,868	-	-	-	1,499,868
Occupancy costs	1,609,369	230,067	401,164	2,240,600	230,660	14,339	244,999	2,485,599
Vehicle costs	146,437	10,872	18,686	175,995	66,640	-	66,640	242,635
Communications	424,754	51,510	118,701	594,965	67,179	3,816	70,995	665,960
Office and program supplies	516,108	33,624	279,130	828,862	64,388	8,506	72,894	901,756
Insurance	278,805	41,097	63,003	382,905	44,720	925	45,645	428,550
Travel	108,017	51,521	62,578	222,116	33,124	1,560	34,684	256,800
Interest	31,740	-	23,151	54,891	38,049	-	38,049	92,940
Miscellaneous	130,610	16,895	50,329	197,834	49,542	1,156	50,698	248,532
Repairs and maintenance	406,070	11,801	117,254	535,125	26,415	822	27,237	562,362
Depreciation and amortization	477,095	14,893	126,916	618,904	5,129	369	5,498	624,402
Administrative charges from Parent	-	-	-	-	519,200	-	519,200	519,200
<b>Total expenses reported by function</b>	<b>\$ 14,506,406</b>	<b>\$ 2,758,547</b>	<b>\$ 6,631,843</b>	<b>\$ 23,896,796</b>	<b>\$ 3,683,211</b>	<b>\$ 118,178</b>	<b>\$ 3,801,389</b>	<b>\$ 27,698,185</b>

*This schedule should be read in conjunction with the accompanying report of independent certified public accountants on supplementary information and financial statements and notes thereto.*

PHOENIX HOUSES OF NEW ENGLAND

Board of Directors

July 1, 2017 – June 30, 2018

CHAIR

SHERI L. SWEITZER

[Redacted]  
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[Redacted] 11  
[Redacted] 4  
[Redacted]@aon.com

THE HONORABLE MAUREEN MCKENNA GOLDBERG

Senior Associate Justice  
Rhode Island Supreme Court

[Redacted]@supremecourt.ri.gov  
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[Redacted]  
[Redacted]

RICHARD K. BACIK

Consultant

[Redacted]  
[Redacted]  
[Redacted]  
[Redacted] 32

NATALIE LESIEUR-MOLAK

[Redacted]  
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SEAN T. COTTRELL

Vice President

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RANDY R. MARTINEZ

Director, Diversity Strategy & Management  
CVS Health

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SUSAN DEVLIN

Owner

Nurture Salon and Spa

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DONALD P. WOLFE

Executive Director

McAuley Ministries

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WILLIAM T. FISHER, JR., Ed.D., M.E.D., M.S.W.

Assistant Dean for Field Education & Professor  
Springfield College School of Social Work

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## PETE MUMMA, MS

~~email: PsychExec@gmail.com (717) 818-8440 www.linkedin.com/in/PeterMumma~~

### BEHAVIORAL HEALTHCARE EXECUTIVE

Transformative strategic healthcare executive offering visionary leadership in current and post-contemporary Behavioral Health, integrated care, population health and wellness, clinical and administrative optimization, quality enhancement, and service excellence. Excels at strategic innovation, aligning resources, and advancing stakeholder interests. Thrives in complex situations and deploys business savvy and clinical alignment to achieve goals. Respected for behavioral health expertise and evidence-based, outcome-focused deliverables. Strength in statistical analysis, inter-disciplinary team building, clinical best practices, and budget cycle optimization. Proven experience in integrated care, global budget, population health and wellness, tele-medicine (tele-psychiatry) & overall cost of care reduction.

### VALUE OFFERED

- |                                           |                                                |
|-------------------------------------------|------------------------------------------------|
| D Integrated care design & implementation | D Multi-site strategic & operational oversight |
| D Strategic planning & Global Budget      | D Policy development & implementation          |
| D Population health and wellness focused  | D Financial Accountability / P&L               |
| D Quality & performance enhancement       | D Evidence-based decision making               |
| D Clinically aligned throughput focus     | D Multiple-stakeholder solution focus          |
| D Program transformation & administration | D Complex statistical trend analysis           |
| D Experience working with legislators     | D Payer and contract negotiations              |

### INNOVATIONS AND ACCOMPLISHMENTS

Phoenix Houses of New England

September 2017

Providence, RI

present

Senior Vice President, New England Regional Executive

#### LifeBridge Health, Baltimore, MD

2014-2017

LifeBridge Health, a "Fortune top 100 Companies to Work For", is a "US News" top rated, Magnet Hospital System headquartered in Baltimore MD with services provided throughout the region across the continuum of care with a primary service market of over 1M attributed lives. LifeBridge Health consists of 4 Hospitals: Sinai Hospital of Baltimore, Northwest Hospital, Carroll Hospital Center, Levindale Hebrew Geriatric Center and Hospital, includes 100+ ambulatory sites, 30+ Urgent Care Centers in 3 states, LifeBridge Health & Fitness, and other ancillary businesses.

System Director, Psychiatry and Behavioral Health, LifeBridge Health

Strategic, financial, clinical, operational and executive responsibility for care and outcomes within the full continuum of services of Psychiatric, Behavioral Health, and Addiction Medicine for the communities served by the LifeBridge Health system.

85



Design, Develop, and Deliver effective outcome-focused care within a state-wide, operationalized post-payer-reform model, HSCRC rate regulated and global revenue capitation environment. Accountable care design and delivery. Integrated care design and delivery. Serve on state and regional committees to proactively drive post-modern reform in the Behavioral Health Space:

Maryland Hospital Association - Behavioral Health Executive Task Force  
Maryland Hospital Services Cost Review Commission (HSCRC) - Behavioral Health Subcommittee  
Advanced Health Collaborative - Behavioral Health Executive Task Force

Behavioral Health Executive Consultant 2013 - present

National executive consultant focused on Behavioral Health, Psychiatry and Substance Abuse. Emphasis on helping systems and entities implement new solutions to integrated care, population health and population wellness, cost reduction, cost avoidance, and clinical enhancements. Clients have included major insurance companies, tertiary care healthcare systems, pharma and device manufacturing companies, marketing executives, executive directors and boards of directors, private practices, and integrated care sites. Invited lecturer on New Directions in Behavioral Health at a professional conference on integration of services and treatment resistant depression.

Lancaster General Health, Lancaster, PA 2009 - 2014  
54 outpatient sites, 640-bed, 3rd-time Magnet Hospital, Thomson Reuters' Top 100 Hospital, America's Best Hospitals - Top 50, US News & World Report.

**Administrative Director, Behavioral Health Service Line**

Directed the planning, development and implementation of Behavioral Health Services & the Department of Psychiatry, including Inpatient, Outpatient, Consult / Liaison Service, Psych Emergency Services, Integrated Behavioral Health (counseling and prescriptive services), various professional services contracts with other entities, within a city of 500K residents and a service area of 1.3M.

D Enhanced departmental net revenue by \$1.5 million over the first fiscal year, and by 7% or more each year thereafter. Closed FY2013 22% ahead of budget for the service line.

D Designed, proposed and implemented 4 different levels of integrated counseling and 2 levels of integrated psychiatry within adult and pediatric Patient Centered Medical Homes and specialty medical sites. Established atypical outcome metrics to determine cross-functional population health impact, and reduce overall cost of medical care.

D Initiated and directed a turnaround / total overhaul of the clinical model of care.

D Led team to drive improvements in Patient Satisfaction scores by 50% increase in "Top Box" scores in first 2 quarters. Won organization-wide awards for most improved specialty group practice for 2 consecutive 6-month periods. Consistent quarterly growth in patient satisfaction in all skill mix groups and all divisions.

D Overhauled, modernized and optimized policies, treatment planning processes, rounds, team structure, departmental reorganization, identification of environmental safety initiatives to deliver 2 successful Joint Commission surveys and successful annual DOH site surveys with zero deficiencies.

D Enhanced revenue, reduced expense, and improved patient satisfaction outcomes of all areas within Behavioral Health Services.

D Provided strategic planning for immediate and long-range needs with all areas that interacted with Behavioral Health Services throughout the Health Network.

D Interfaced with local, regional, and state legislators, law enforcement, community resource groups, and other stakeholders to ensure collaborative success pathway and to define and lobby for solution focused statewide and local change.

D Spearheaded Critical Incident Stress Debriefing (CISD) disaster mental health team, responding on-scene and shortly thereafter to psychologically traumatizing events and disasters for medical and nonmedical staff within the Health Network and to the surrounding community.

University of Maryland Medical System, Baltimore, MD 1992 to 2007

Very large, multi-hospital, quaternary care, academic medical center and lead agency, with a complete psychiatric continuum of care.

Manager, Psychiatric Assessment and Referral Center (1996 to 2007)

D Led several major initiatives that improved projected net collections by \$2+M annually for inpatient psychiatry, and substantially strengthened access to care.

D Developed and taught clinical, legal and administrative trainings to attending and resident physicians, as well as clinical and non-clinical staff.

D Identified insurance billing problems and implemented swift corrective action to reverse a \$4M annual loss trend.

D Presented legal cases, coordinated testimony, called witnesses under direct- and cross-examination for the University of Maryland Medical System at over 4000 involuntary admission hearings, and hundreds of forced medication review panels. Presented argument against public defender to administrative law judges, including opening statements and closing arguments.

O Orchestrated expansion of clinical call center's scope to successfully double operating hours, tripled volume, and yielded 1000+% annual return on investment.

O Computerized operations designed, programmed, and administrated complex interactive relational databases to streamline clinical care, cost effectiveness and resource sharing, expedite reimbursement for treatment, and maximize patients' access to care.

Clinical Admissions Coordinator (1993 to 1996)

Psychiatric Counselor (1992 to 1994)

## EDUCATION

M.B.A., Health Care Management (*in progress, thesis phase*), York College of PA, York, PA

M.S., Applied Psychology, University of Baltimore, Baltimore, MD, 1998

B.A., Psychology, Goucher College, Towson, MD, 1992

## PROFESSIONAL MEMBERSHIPS & COMMUNITY SERVICE

American College of Healthcare Executives (ACHE) (2003 to present)  
Board of Directors, Aavidum. (2013-2014)  
Exec. Comm. Member, Lancaster CoJ Suicide Prevention Coalition. MHA (2012-2014)  
President, Board of Directors, NAMI -Wilmington, NC Chapter (2008-2009)  
Exec. Board Member, United Way - Ten Year Plan to End Chronic Homelessness -Wilmington, C  
(2008-2009)

## POLICY AND LEGISLATIVE

Lancaster Health Improvement Partnership (b HIP) - Lancaster Chamber of Commerce  
Community Needs Health Assessment and Planning Committee, 2013

Management and Operations Reform - State Psychiatric Hospitals of North Carolina, Mental Health  
Advisory Committee to NC Secretary of Health Dempsey Benton,  
Legislative Session 2008

Mental Health Crisis Services and Safety Net Reform, North Carolina,  
Mental Health Advisory Committee to NC Secretary of Health Dempsey Benton,  
Legislative Session 2008

New Hanover County Health Summit,  
University of North Carolina -Wilmington,  
Facilitator, roundtable discussion: "Enhancing Access to Mental Health Care"

## SPECIALIZED EXPERIENCE

Incident Command Structure (ICS): Applying ICS to Health-care Organizations and Hospitals CI-  
200), Department of Homeland Security, Federal Emergency Management Agency, Emergency  
Management Institute. 2008, 2015.

National Incident Management System (NIMS) (1-700), Department of Homeland Security, Federal  
Emergency Management Agency, Emergency Management Institute. 2008, 2015.

Critical Incident Stress Management, Intermediate - NC SE Regional Incident Command, 10/2008

Critical Incident Stress Management, Advanced - Pennsylvania Emergency Behavioral Health  
Institute, Instructor: Cofounder of CISD model George Everly, Ph.D., 06/2010

Psychological First Aid!" PA Emergency Behavioral Health Institute / American Red Cross, 5/2010



**Employment History**

- PHNE Regional Director of Continuous Quality Improvement & Risk Management & Interim Sr. Program Director of VT, NH, Western MA July '17 – present
- PHNE – Quality Improvement – Regional Director (Part-time) Jan '11- July '17
- PHTSS - Transitional Support Services - Program Director April '08 – July '17
  - Program Director of 25 co-ed adult beds & Clinical Supervisor of 20 staff.
- PH Academy – Feb.'07 – April '08
  - Senior Counselor & part of Management team

- Part-time Marriage & Family Therapy Private Practice, CT/MA June 1993 - 2009
- Behavioral Health Network (BHN) - January 2006 - July 2006
  - \* Outpatient Clinician
  - \* Case Manager to Victims of Clergy Sexual Abuse
- South Congregational Church, Lay Minister (Assistant to Pastor) Jan 2000 – Jan 2006
- Agawam Congregational Church, Lay Minister (Assistant to Pastor) 1995 -1999
- Graduate Studies September 1989 - January 1993
- Mortgage Backed Securities Broker, Garban Limited, Wall Street,
  - \* Desk Manager (25 brokers), Assistant Desk Manager (125 brokers) Aug '84-Aug '89
- Darby O'Brien Advertising, Account Executive (TV/Radio Prod.), Springfield, MA 1982 - '84

**Education**

- Masters degree*, Marriage & Family Therapy (Systems Theory)
  - Clinical member of the American Association of Marriage & Family Therapy regularly participating in continuing education workshops
- Saint Joseph's College, West Hartford, CT, 1989 - 93
- BA, Saint Alphonsus College, (Liberal Arts), Suffield, CT, 1981

*Continuing Education:* Certified in MET/CBT 5, Cultural Competency, NIATx, SIV, STAR (Seminars on Trauma Awareness & Recovery), Conflict Transformation & Management, Eastern Mennonite University, VA 2004, Natural Family systems theory study group, EEYM (Effective Education for Youth Ministry & Christian Educators)

**Proven Skills**

- Employee Supervision;* hiring and supervising paid and volunteer staff
- Financial Management;* fundraising; budget creation & implementation
- Communication;* supervising editor of content, layout & design of newsletters & web page
- Organizational Training & Development;* teaching/training for staff & volunteers
- Volunteer Recruitment;* in not-for-profit settings where volunteers are critical to success
- Administration;* making order out of chaos; imaginative problem-solver; expert team builder, easy to work with; able to make difficult decisions; creating, organizing, and executing projects, workshops, etc; accustomed to working with boards and committees

**AMELIE GOODING MA**

**SKILLS:**

Thirty years of management and clinical experience in substance use and mental health disorders, with a focus on intervention treatment, and recovery services  
Expertise in staff hiring, training, and both clinical and administrative supervision  
Responsible for developing a continuum of care from outpatient services to detoxification, residential rehabilitation, and partial hospital level of care  
Oversee and report on related quality assurance and outcome measures  
Member of National Clinical Transformation Team for Phoenix House  
Fiscal oversight of a budget which grew from \$850,000 to over 2 million dollars.  
Psychiatric and substance use assessment and interviewing skills  
Individual, group and family psychotherapy skills  
Team building and Motivational Enhancement expertise  
Experience teaching a college level substance abuse disorders course  
Public relations and community development experience  
Fully fluent in French

**PROFESSIONAL EXPERIENCE:**

6/1997-present: SENIOR PROGRAM DIRECTOR  
**Phoenix House-Keene Center, Keene NH**

Manage a continuum of care ranging from residential detoxification and treatment to outpatient services; develop multi- level of care programs (PHP and IOP) with medication assisted detoxification and treatment. Develop new payment streams and referral sources; oversee and conduct insurance authorizations and utilization reviews; serve on various committees and taskforces; work closely with community partners and agencies; maintain CARF accreditation.

9/2000-2010: CLINICAL CONSULTANT  
**Vermont Academy, Saxtons River VT**

Conduct alcohol and drug assessments on students caught using alcohol and/or other drugs. Interview student and parents and submit report to student, family and school.

6/1997-4/1999: CLINICAL DIRECTOR

**Marathon Behavioral Treatment Services, Keene NH**

Develop, implement and direct residential substance abuse and co-occurring treatment; oversee detoxification services, Outpatient services, including a prison diversion program, and Transitional Living program. Hire, train, and supervise a clinical staff of 10. Implement and oversee Quality Assurance and Safety and Health programs. Assure compliance with CARF standards and federal and state regulations.

7/94-10/96: NATIONAL SALES MANAGER

**Momentum Clothing, LTD. Keene, NH**

Hire and oversee a six-member national sales force; member of a three-person team responsible for design, production, distribution and sales of five collections a year of women's clothing; sales and customer relations; travel to India for fabric design and production.

1/93-6/94 THERAPIST AND YOUTH COUNSELOR

**The Youth Resource Center Keene NH and Northfield Mt. Herman School, Northfield, MA**

Conduct weekly group psychotherapy for students with alcohol and other substance misuse problems; also work with high school drop outs in obtaining GEDs and employment, as well as providing individual counseling for that population.

10/91-11/92: CLINICAL DIRECTOR OF DUAL DIAGNOSIS SERVICES

**Spofford Hall, Spofford NH**

Manage a 15-bed inpatient rehabilitation unit and supervise a 12 -member clinical staff; develop and implement dual diagnosis program; conduct individual and group therapy; conduct treatment planning, quality assurance and clinical supervision.

10/85-9/91: PROGRAM DIRECTOR, MENTAL HEALTH UNIT

**The Cheshire Medical Center, Keene NH**

Hire and supervise a seven-member clinical staff; implement and oversee inpatient programming for 10 adults and 10 adolescents; ER triage and assessment and crisis management; initiate and co-sponsor quarterly educational symposia for professional community; write brochures and handbooks; group psychotherapy facilitator.

9/83-8/85: COORDINATOR OF PSYCHIATRIC SERVICES /STAFF THERAPIST  
**C.B. Wilson Center, Faribault, MN**

Clinically manage a ten-bed adolescent unit and carry a case load of five clients for individual therapy (5 times weekly) and case management; co-lead four groups weekly; facilitate team meeting and write up weekly treatment plans.

12/75-6/79: FASHION DESIGN ASSISTANT/EDITORIAL STAFF MEMBER  
**GIORGIO SANT'ANGELO DESIGN; VOGUE and ALL IN STYLE MAGAZINES**  
New York, NY

**EDUCATION:**

1983           ANTIOCH UNIVERSITY  
**MASTERS OF ARTS IN COUNSELING**  
Adolescent specialization

1975           VASSAR COLLEGE  
**BACHELOR OF ARTS**  
double major: French and Psychology

SORBONNE UNIVERSITY  
Diplome de Langue et de Civilization Francaise

**LICENSURE:**

1985: Licensed as a Master's level Psychologist in Minnesota  
1999: Licensed as a Clinical Mental Health Counselor in New Hampshire  
2001: Licensed as a Master's level Drug and Alcohol Counselor in New Hampshire

References available upon request

Peter A. Dal Pra LADC, LCS, ICADC, ICCS

[REDACTED]  
[REDACTED] 03  
[REDACTED]

EDUCATION

New Hampshire Technical Institute  
Concord, New Hampshire  
Associate in Science Degree in Human Services with a Major in Alcohol and  
Drug Abuse Counseling  
Received May 20, 1994 with Honors.

PROFESSIONAL  
EXPERIENCE

- March 2, 2009 To Present Phoenix Houses of New England  
Dublin NH  
Program Director
- July 2000 to Present DalPra Counseling Services
- Jan. 2002 to Nov. 2008 Serenity Place, Manchester NH  
Interim Executive Director  
Clinical Director/Supervisor
- Apr. 2001 to Jan. 2002 Community Alliance for Teen Safety-Teen Resource Exchange, Derry NH  
Alcohol & Drug Counselor
- Oct. 1997 to May 2001 NH Division of Alcohol and Drug Abuse Prevention & Recovery  
Chemical Dependency/ HIV AIDS/Prevention Case Manager
- Sept. 1997 to June 2000 Southeastern NH Services, Dover NH  
NH State Certified IDIP Instructor
- Sept. 1994 to Oct. 1997 Nashua Public Health Department, Nashua, New Hampshire  
HIV/AIDS Street Outreach Worker.
- July 1994 to Feb. 1995 Seaborne Hospital, Dover, New Hampshire  
Adult/Adolescent Units  
Counselor I
- Feb. 1993 to Nov. 2008 Serenity Place-REAP, Manchester, New Hampshire  
NH State Certified IDIP Instructor

PROFESSIONAL  
SOCIETIES

- May 1998 NAADAC  
National Association of Addiction Professionals
- May 1998 NHADACA  
NH Association of Alcoholism and Drug Abuse Counselors



PERSONAL

Adjunct Faculty Concord Community College NHII Concord NH 2015, 2016, 2017  
Licensed Alcohol and Drug Abuse Counselor, March 1998 Lic # 0439  
Licensed Clinical Supervisor, August 2006 Lic # 029  
Internationally Certified Alcohol & Drug Counselor ICADC # 19095  
Internationally Certified Clinical Supervisor ICCS # 01965  
Nationally Certified Trainer  
    "Preventing HIV Disease Among Substance Abusers"  
    "Reaching Adolescents with Risk Free Messages"  
Faculty New England Institute of Addiction Studies (NEIAS) 2007, 2008, 2009, 2010, 2012, 2013, 2014, 2015, 2016, 2017  
Past President Board of Directors-Manchester NH East Little League  
Past Member Board of Director-Manchester East Little League  
Past President-NH Alcohol and Drug Abuse Counselors Association 2004-06  
Past President NH Alcohol and Drug Abuse Counselors Association 2013-15  
Former Member NH Board of Alcohol & Other Drug Abuse Professional Practice-Peer Review Committee  
Former Member Board of Directors- Southern NH AIDS Task Force  
Former Member Health & Safety Committee Greater Nashua Red Cross  
Senior Staff-NH Teen Institute Summer Program 1999-2013  
Co-Director NH Teen Institute Summer Program 2006, 2009, 2010, 2011, 2012, 2013  
Certified "Challenge Course Instructor"  
Advisory Board Member Southern NH Integrated Health Care Program  
Member Demand Treatment Coalition  
Member Northern Hillsborough County Coalition  
Certified Instructor PRIME for LIFE  
2003 Jefferson Award Recipient  
Former Board of Director-NH Alcohol and Other Drug Service Providers Association  
Former Member Governor's Commission on Alcohol Prevention, Intervention and Treatment-Treatment Task Force  
Former Member Mobile Community Health Team Project-Homeless Healthcare Advisory Board  
Governor Lynch Appointee to the Commission to Examine Driving While Impaired (DWI) Education and Intervention Programs  
2007 and 2011 Legislative Advocate Award Recipient from NHADACA  
2009 Lifetime Advocacy Award Recipient from NHADACA  
2010-2016 Governor Lynch and Governor Hassan Appointee to the NH Board of Alcohol and Other Drug Abuse Professionals  
2015 Chair NH Board of Alcohol and Other Drug Abuse Professionals  
Certified Crisis Prevention Institute (CPI) Trainer  
Certified HCV Basic Educator  
Certified Recovery Coach Trainer

REFERENCES

Available upon request

**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Peter Mumma	SVP, Regional Executive	\$240,000	0.00%	\$0.00
Daniel Pender	Senior Program Director	\$85,000	0.00%	\$0.00
Amelie Gooding	Program Director	\$85,700	1.00%	\$857.00
Peter DalPra	Program Director	\$68,200	33.00%	\$22,506



### 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.

Vendor Name  
RFA-2019-BDAS-01-SUBST  
Page 8 of 24

Contractor Initials: LM  
Date: 6/1/18



### 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: Addiction 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



### Exhibit A-1 Operational Requirements

- 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;



### Exhibit A-1 Operational Requirements

- 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





### Exhibit A-1 Operational Requirements

- 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.



### Exhibit A-1 Operational Requirements

- 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, epi-pens, 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.
16. Personal Rights.
  - 16.1. 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.
  - 16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:



### Exhibit A-1 Operational Requirements

- 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;
    - 19.1.6. 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;



### Exhibit A-1 Operational Requirements

- 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



### Exhibit A-1 Operational Requirements

- 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.



### Exhibit A-1 Operational Requirements

- 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.



### Exhibit A-1 Operational Requirements

- 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.



### Exhibit A-1 Operational Requirements

- 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.





### Exhibit A-1 Operational Requirements

- 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

Vendor Name

Exhibit B

Vendor Initials UW

RFA-2019-BDAS-01-SUBST

Page 1 of 10

Date 6/1/18



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, except for Childcare (See Section 11 below).

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 12, 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 12 Sliding Fee Scale for the client's applicable income level.



Exhibit B

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- 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, except for:
- 5.7.1. Transitional Living (See Section 7 below) and
- 5.7.2. 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, Section 5.7.1 and 5.7.2) 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 for: Integrated Medication Assisted Treatment (MAT)
- 6.1. 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:

Vendor Name

Exhibit B

Vendor Initials WV

RFA-2019-BDAS-01-SUBST

Page 3 of 10

Date 6/1/18



Exhibit B

6.2. Medication:

6.2.1. 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.

6.2.2. 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:

6.2.2.1. 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.

6.2.3. The Contractor shall seek reimbursement for up to 3 doses per client per day.

6.2.4. The Contractor shall maintain documentation of the following:

6.2.4.1. WITS Client ID #;

6.2.4.2. Period for which prescription is intended;

6.2.4.3. Name and dosage of the medication;

6.2.4.4. Associated Medicaid Code;

6.2.4.5. Charge for the medication.

6.2.4.6. Client cost share for the service; and

6.2.4.7. Amount being billed to the Department for the service.

6.3. Physician Time:

6.3.1. 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.



Exhibit B

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- 6.3.2. The Contractor shall seek reimbursement according to Exhibit B-1 Service Fee Table.
- 6.3.3. The Contractor shall maintain documentation of the following:
- 6.3.3.1. WITS Client ID #;
  - 6.3.3.2. Date of Service;
  - 6.3.3.3. Description of service;
  - 6.3.3.4. Associated Medicaid Code;
  - 6.3.3.5. Charge for the service;
  - 6.3.3.6. Client cost share for the service; and
  - 6.3.3.7. Amount being billed to the Department for the service.
- 6.4. The Contractor will submit an invoice by the twentieth (20<sup>th</sup>) 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.
7. Charging the Client for Room and Board for Transitional Living Services and for Low-Intensity Residential Treatment
- 7.1. The Contractor may charge the client fees for room and board, in addition to:
- 7.1.1. The client's portion of the Contract Rate in Exhibit B-1 using the sliding fee scale
  - 7.1.2. The charges to the Department
- 7.2. 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:





Exhibit B

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

- 7.3. The Contractor shall hold 50% of the amount charged to the client that will be returned to the client at the time of discharge.
- 7.4. The Contractor shall maintain records to account for the client's contribution to room and board.
8. Charging for Clinical Services under Transitional Living
- 8.1. The Contractor shall charge for clinical services separately from this contract to the client's other third party payers such as Medicaid, NHHPP, Medicare, and private insurance. The Contractor shall not charge the client according to the sliding fee scale.
- 8.2. Notwithstanding Section 8.1 above, the Contractor may charge in accordance with Sections 5.2.2 and 5.2.3 above for clinical services under this contract only when the client does not have any other payer source other than this contract.
9. Additional Billing Information: Intensive Case Management Services:
- 9.1. 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.
- 9.2. The Department will not pay for intensive case management provided to a client prior to admission.
- 9.3. The Contractor will bill for intensive case management only when the service is authorized by the Department.



Exhibit B

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10. Additional Billing Information: Transportation
- 10.1. The Contractor will seek reimbursement in accordance with Section 5 above and upon prior approval of the Department for Transportation provided in Exhibit A Scope of Services Section 2.4.2.2 as follows:
- 10.1.1. At Department's standard per mile rate plus an hourly rate in accordance with Exhibit B-1 Service Fee Table for Contractor's staff driving time, when using the Contractor's own vehicle for transporting clients to and from services required by the client's treatment plan. If the Contractor's staff works less than a full hour, then the hourly rate will be prorated at fifteen (15) minute intervals for actual work completed; **or**.
- 10.1.2. At the actual cost to purchase transportation passes or to pay for cab fare, in order for the client to receive transportation to and from services required by the client's treatment plan.
- 10.2. The Contractor shall keep and maintain records and receipts to support the cost of transportation and provide said records and receipts to the Department upon request.
- 10.3. The Contractor will invoice the Department according to Department instructions.
11. Charging for Child Care
- 11.1. The Contractor shall seek reimbursement upon prior approval of the Department for Childcare provided in Exhibit A Scope of Services, Section 2.4.2.3 as follows:
- 11.1.1. At the hourly rate in Exhibit B-1 Service Fee Table for when the Contractor's staff provides child care while the client is receiving treatment or recovery support services, **or**
- 11.1.2. At the actual cost to purchase childcare from a licensed child care provider.
- 11.2. The Contractor shall keep and maintain records and receipts to support the cost of childcare and provide these to the Department upon request.
- 11.3. The Contractor will invoice the Department according to Department instructions.



Exhibit B

12. Sliding Fee Scale

12.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B Section 5 above.

12.2. 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%

12.3. 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.

13. Submitting Charges for Payment

13.1. 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:

13.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

13.1.2. 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.

13.1.3. 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.

13.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.

13.1.5. Submit separate batches for each billing month.

Vendor Name

Exhibit B

Vendor Initials *um*

RFA-2019-BDAS-01-SUBST

Page 8 of 10

Date *6/11/18*



Exhibit B

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- 13.2. 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.
  - 13.3. 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.
  14. 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.
  15. Funds in this contract may not be used to replace funding for a program already funded from another source.
  16. The Contractor will keep detailed records of their activities related to Department funded programs and services.
  17. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
  18. 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.
  19. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
    - 19.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
    - 19.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
      - 19.2.1. Make cash payments to intended recipients of substance abuse services.
      - 19.2.2. 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.
      - 19.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for



Exhibit B

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Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.

19.2.4. 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.

19.3. 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**

- 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**

<b>Service</b>	<b>Contract Rate: Maximum Allowable Charge</b>	<b>Unit</b>
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.
Transitional Living for room and board only	\$75.00	Per day
Low-Intensity Residential for Adults only for clinical services and room and board	\$119.00	Per day
High-Intensity Residential Adult, (excluding Pregnant and Parenting Women), for clinical services and room and board	\$154.00	Per day
High-Intensity Residential only for Pregnant and Parenting Women: Room and Board only	\$75.00	Per Day
High-Intensity Residential only for Pregnant and Parenting Women: Clinical services only	\$180.00	Per Day

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



Exhibit B-1

Service	Contract Rate: Maximum Allowable Charge	Unit
Integrated Medication Assisted Treatment - Physician Time	Rate Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	Unit Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.
Integrated Medication Assisted Treatment – Medication	See Exhibit B, Section 6.2	See Exhibit B, Section 6.2
Ambulatory Withdrawal Management without Extended On-Site Monitoring (ASAM Level 1-WM)	\$104.00	Per day
Medically Monitored Inpatient Withdrawal Management (ASAM Level 3.7 WM)	\$215.00	Per day
Individual Intensive Case Management	\$16.50	15 min
Group Intensive Case Management	\$5.50	15 min
Staff Time for Child Care Provided by the Contractor, only for children of Pregnant and Parenting Women	Actual staff time up to \$20.00	Hour
Child Care Provided by a Child Care Provider (other than the Contractor), only for children of Pregnant and Parenting Women	Actual cost to purchase Child Care	According to the Child Care Provider
Staff Time for Transportation Provided by the Contractor, only for Pregnant and Parenting Women	Actual staff time up to \$5.00	Per 15 minutes
Mileage Reimbursement for use of the Contractor's Vehicle when providing Transportation for Pregnant and Parenting Women	Department's standard per mile reimbursement rate	Per Mile
Transportation provided by a Transportation Provider (other than the Contractor) only to Pregnant and Parenting Women	Actual cost to purchase Transportation	According to the Transportation Provider

**Appendix B**  
**New Hampshire Department of Health and Human Services**  
**Exhibit C**



**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 procedures.
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. **Retroactive 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 amounts 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;





- 7.3. 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 \$500,000 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 13166, 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

**Appendix B**  
**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 affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope 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.



**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 GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Contractor Name: Seacoast Youth Services

6/1/18  
Date

Urmaly  
VicMaloney  
Name:  
Title: Executive Director



### 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:29; 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;



Appendix B  
New Hampshire Department of Health and Human Services  
Exhibit E



**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
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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:

6/1/18  
Date

Vic Maloney  
Name: Vic Maloney  
Title: Executive Director



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Seacoast Youth Services

6/1/18  
Date

[Signature]  
Name: Vic Maloney  
Title: Executive Director



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

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

Date

6/1/18



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: *Seacoast Youth Services*

6/1/18  
Date

*Vic Maloney*  
Name: *Vic Maloney*  
Title: *Executive Director*

Exhibit G

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

Contractor Initials *VM*

Date *6/1/18*



**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: *Seacoast Youth Services*

6/1/18  
Date

*[Signature]*  
Name: *VIC MAHONEY*  
Title: *Executive Director*



## 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 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



**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 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

<u>The Department of Health and Human Services</u> The State	<u>Seacoast Youth Services</u> Name of the Contractor
<u>Katya S Fox</u> Signature of Authorized Representative	<u>Vic Maloney</u> Signature of Authorized Representative
<u>Katya S Fox</u> Name of Authorized Representative	<u>Vic Maloney</u> Name of Authorized Representative
<u>Director</u> Title of Authorized Representative	<u>Executive Director</u> Title of Authorized Representative
<u>6/7/18</u> Date	<u>6/1/18</u> Date



**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: *Seacoast Youth Services*

Date *6/1/18*

*[Signature]*  
Name: *Vic Maloney*  
Title: *6/1/18*



**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: 123261880
- 2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

- 3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO                       YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

- 4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

**New Hampshire Department of Health and Human Services**

## Exhibit K

**DHHS Information Security Requirements**

## A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

**New Hampshire Department of Health and Human Services**

Exhibit K

**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 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a



## New Hampshire Department of Health and Human Services



## Exhibit K

## DHHS Information Security Requirements

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

## II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

**New Hampshire Department of Health and Human Services**

## Exhibit K

**DHHS Information Security Requirements**

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

**New Hampshire Department of Health and Human Services**

## Exhibit K

**DHHS Information Security Requirements**

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

**B. Disposition**

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

**IV. PROCEDURES FOR SECURITY**

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

**New Hampshire Department of Health and Human Services**

## Exhibit K

**DHHS Information Security Requirements**

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

**New Hampshire Department of Health and Human Services**

## Exhibit K

**DHHS Information Security Requirements**

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's 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.

**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 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services



Exhibit K

DHHS Information Security Requirements

- 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

DHHSPrivacy.Officer@dhhs.nh.gov

2

# State of New Hampshire

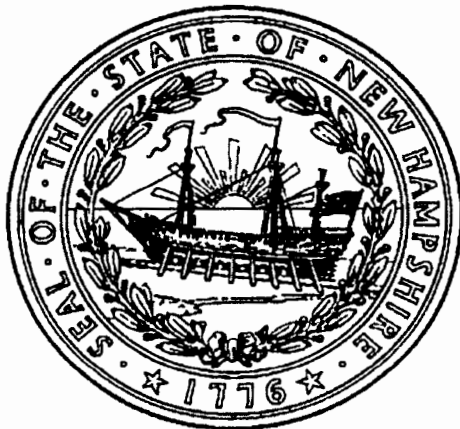
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SEACOAST YOUTH SERVICES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 19, 2001. 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: 393797

Certificate Number: 0004103672



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 1st day of June A.D. 2018.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



①

# CERTIFICATE OF VOTE

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

1. I am a duly elected Member of Seacoast Youth Services  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Members of  
the Agency duly held on MAY 31, 2018  
(Date)

RESOLVED: That the Executive Director  
(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 1st day of June, 2018.  
(Date Contract Signed)

4. VICTOR MALONEY is the duly elected Executive Director  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Tina Carey  
(Signature of the Elected Officer)

STATE OF NH  
County of Rockingham

The forgoing instrument was acknowledged before me this 1st day of June, 2018.

By Tina Carey  
(Name of Elected Officer of the Agency)

Forrest E. Carter Jr.  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: Aug. 14<sup>th</sup>, 2018

**Forrest E Carter Jr**  
**Notary Public, State of New Hampshire**  
**My Commission Expires August 14, 2018**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/01/2018

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


<b>PRODUCER</b> Tobey & Merrill Insurance 20 High Street  Hampton NH 03842-2214	<b>CONTACT NAME:</b> Edward Jackson <b>PHONE (A/C, No, Ext):</b> (603)926-7655 <b>E-MAIL ADDRESS:</b> edward@tobeymerrill.com	<b>FAX (A/C, No):</b> (603)926-2135
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Seacoast Youth Services Inc PO Box 1381  Seabrook NH 03874	<b>INSURER A:</b> Hiscox USA	<b>NAIC #</b>
	<b>INSURER B:</b> Ohio Security	24082
	<b>INSURER C:</b> Technology Insurance	
	<b>INSURER D:</b> Hartford	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** CL186105716                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability			MEO161312917	10/17/2017	10/17/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Defense of Licensing \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAS56833432	08/11/2017	08/11/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Business Auto \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TWC3687033	02/27/2018	02/27/2019	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	<b>Directors &amp; Officers</b>			NFP0128762-00	10/17/2017	10/17/2018	Directors & Officers \$ 1,000,000 Employment Practices \$ 1,000,000

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

<b>CERTIFICATE HOLDER</b>  NH Dept of Health & Human Services 129 Pleasant Street  Concord NH 03301	<b>CANCELLATION</b>  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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~~(Odyssey-intensive-outpatient-program-for-adolescents-in-new-hampshire)~~

## Professional Programs

Our Mission Is To Engage Youth Through Positive Youth Development And Evidence-Based Practices: Strengthen Families Through Education And Therapeutic Support: And Build Communities By Fostering Resilience And Positive Social Engagement.

Warning Signs ()

Get Help ()

Get Informed ()

# Return of Organization Exempt From Income Tax

OMB No. 1545-0047

**2017**

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

Open to Public Inspection

Department of the Treasury  
Internal Revenue Service

**A** For the 2017 calendar year, or tax year beginning 2017, and ending 20

**B** Check if applicable:  
 Address change  
 Name change  
 Initial return  
 Final return/terminated  
 Amended return  
 Application pending

**C** Name of organization Seacoast Youth Services  
 Doing business as \_\_\_\_\_  
 Number and street (or P.O. box if mail is not delivered to street address) Room/suite  
867 Lafayette Rd PO Box 1381  
 City or town, state or province, country, and ZIP or foreign postal code  
Seabrook, NH 03874

**D** Employer identification no. 02-0529135  
**E** Telephone number (603) 474-3332  
**G** Gross receipts \$ 838,248

**F** Name and address of principal officer: Tina Carey  
Same as C above

**H(a)** Is this a group return for subordinates?  Yes  No  
**H(b)** Are all subordinates included?  Yes  No  
 If "No," attach a list (see instructions)

**I** Tax-exempt status:  501(c)(3)  501(c) ( ) ◀ (insert no.)  4947(a)(1) or  527

**J** Website: ▶ secoastyouthservices.org

**K** Form of organization:  Corporation  Trust  Association  Other ▶ **L** Year of formation: 2001 **M** State of legal domicile: NH

**H(c)** Group exemption number ▶ \_\_\_\_\_

Part I Summary		Prior Year	Current Year
Activities & Governance	1 Briefly describe the organization's mission or most significant activities: <u>Provides educational prevention programs to youths</u>		
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3 Number of voting members of the governing body (Part VI, line 1a)	3	10
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	10
	5 Total number of individuals employed in calendar year 2017 (Part V, line 2a)	5	35
	6 Total number of volunteers (estimate if necessary)	6	
	7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0
b Net unrelated business taxable income from Form 990-T, line 34	7b	0	
Revenue	8 Contributions and grants (Part VIII, line 1h)	294,731	247,537
	9 Program service revenue (Part VIII, line 2g)	367,664	588,211
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)		0
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9b, 10c, and 11e)		2,500
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	662,395	838,248
Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)		0
	14 Benefits paid to or for members (Part IX, column (A), line 4)		0
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	495,404	623,031
	16a Professional fundraising fees (Part IX, column (A), line 11e)		0
	b Total fundraising expenses (Part IX, column (D), line 25) ▶ <u>15,850</u>		
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	163,488	159,032
18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	658,892	782,063	
19 Revenue less expenses. Subtract line 18 from line 12	3,503	56,185	
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	Beginning of Current Year 66,250	End of Year 76,495
	21 Total liabilities (Part X, line 20)	58,829	12,889
	22 Net assets or fund balances. Subtract line 21 from line 20	7,421	63,606

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

**Sign Here** ▶ Victor Maloney  
 Signature of officer Date \_\_\_\_\_

▶ Victor Maloney, Executive Director  
 Type or print name and title

**Paid Preparer Use Only**

Print/Type preparer's name <u>Kevin B Donovan</u>	Preparer's signature	Date <u>05-01-2018</u>	Check <input type="checkbox"/> if self-employed	PTIN <u>XXXXXXXXXX</u>
Firm's name ▶ <u>Donovan and Company LLC</u>	Firm's EIN ▶ _____		Phone no. <u>978-475-2067</u>	
Firm's address ▶ <u>PO Box 2115</u> <u>Andover MA 01810</u>				

May the IRS discuss this return with the preparer shown above? (see instructions)  Yes  No

**Part III Statement of Program Service Accomplishments**

Check if Schedule O contains a response or note to any line in this Part III

1 Briefly describe the organization's mission:

Provides educational prevention programs to youths

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ?  Yes  No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services?  Yes  No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code: ) (Expenses \$ 690,634 including grants of \$ ) (Revenue \$ 588,211 )

The organization offers education, prevention and timely intervention programs to youths

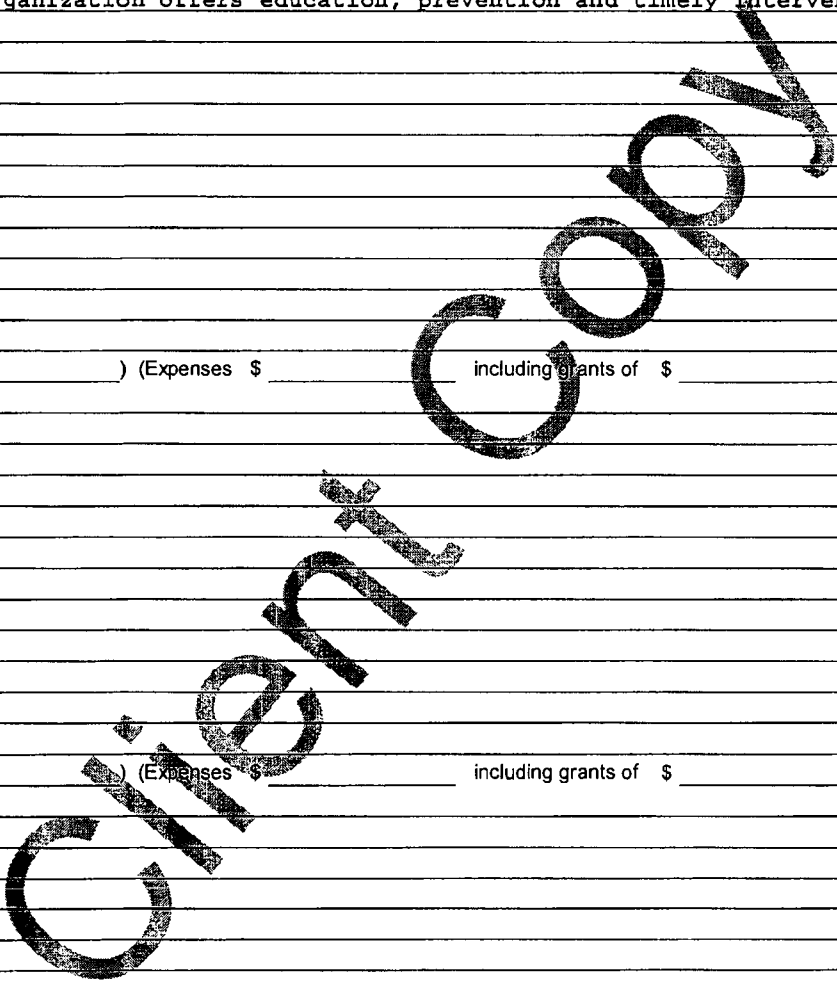
4b (Code: ) (Expenses \$ including grants of \$ ) (Revenue \$ )

4c (Code: ) (Expenses \$ including grants of \$ ) (Revenue \$ )

4d Other program services (Describe in Schedule O.)

(Expenses \$ including grants of \$ ) (Revenue \$ )

4e Total program service expenses **▶ 690,634**



**Part IV Checklist of Required Schedules**

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A</i>	X	
2 Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> (see instructions)?	X	
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i>		X
4 <b>Section 501(c)(3) organizations.</b> Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i>		X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? <i>If "Yes," complete Schedule C, Part III</i>		X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I</i>		X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II</i>		X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i>		X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV</i>		X
10 Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? <i>If "Yes," complete Schedule D, Part V</i>		X
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI</i>	X	
b Did the organization report an amount for investments - other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII</i>		X
c Did the organization report an amount for investments - program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII</i>		X
d Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX</i>		X
e Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i>		X
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X</i>		X
12a Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i>		X
b Was the organization included in consolidated independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i>		X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i>		X
14a Did the organization maintain an office, employees, or agents outside of the United States?		X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV</i>		X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If "Yes," complete Schedule F, Parts II and IV</i>		X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If "Yes," complete Schedule F, Parts III and IV</i>		X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I</i> (see instructions)		X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II</i>	X	
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i>		X

Part IV Checklist of Required Schedules (continued)

Table with 3 columns: Question ID, Question Text, and Yes/No columns. Rows include questions 20a through 38 regarding organizational operations, financial statements, grants, compensation, tax-exempt bonds, excess benefit transactions, and related parties.

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V

Table with columns for line numbers (1a-14b), numerical responses, and Yes/No checkboxes. Includes questions about Form 1096, Form W-2G, Form W-3, Form 990-T, Form 8886-T, Form 8899, Form 8282, Form 1098-C, Form 4966, Form 501(c)(7), Form 501(c)(12), Form 4947(a)(1), and Form 501(c)(29).



Part VI Governance, Management, and Disclosure For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI [X]

Section A. Governing Body and Management

Table with 3 columns: Question, Yes, No. Rows include: 1a Enter the number of voting members of the governing body at the end of the tax year; 1b Enter the number of voting members included in line 1a, above, who are independent; 2 Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?; 3 Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, or trustees, or key employees to a management company or other person?; 4 Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?; 5 Did the organization become aware during the year of a significant diversion of the organization's assets?; 6 Did the organization have members or stockholders?; 7a Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?; 7b Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?; 8 Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following: a The governing body? b Each committee with authority to act on behalf of the governing body?; 9 Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses in Schedule O.

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

Table with 3 columns: Question, Yes, No. Rows include: 10a Did the organization have local chapters, branches, or affiliates?; 10b If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?; 11a Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?; 11b Describe in Schedule O the process, if any, used by the organization to review this Form 990.; 12a Did the organization have a written conflict of interest policy? If "No," go to line 13; 12b Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?; 12c Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done.; 13 Did the organization have a written whistleblower policy?; 14 Did the organization have a written document retention and destruction policy?; 15 Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?; 15a The organization's CEO, Executive Director, or top management official; 15b Other officers or key employees of the organization; 16a Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?; 16b If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?

Section C. Disclosure

- 17 List the states with which a copy of this Form 990 is required to be filed New Hampshire
18 Section 6104 requires an organization to make its Forms 1023 (or 1024 if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
[ ] Own website [ ] Another's website [ ] Upon request [X] Other (explain in Schedule O)
19 Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
20 State the name, address, and telephone number of the person who possesses the organization's books and records:
Victor Maloney (603) 474-3332, 867 Lafayette Rd PO Box 1381, Seabrook, NH 03874

**Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors**

Check if Schedule O contains a response or note to any line in this Part VII

**Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees**

**1a** Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former** directors or trustees that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) <u>Janine L Richards</u> Director and Secretary	1.00	X		X				0	0	0
(2) <u>Tina Carey</u> Director and Chairperson	1.00	X		X				0	0	0
(3) <u>Catherine Golas</u> Director	1.00	X						0	0	0
(4) <u>Jerome Fuller</u> Director	1.00	X						0	0	0
(5) <u>Steve O'Neil</u> Director and Treasurer	1.00	X		X				0	0	0
(6) <u>Margaret O'Day</u> Director	1.00	X						0	0	0
(7) <u>Deborah Vasconcellos</u> Director	1.00	X						0	0	0
(8) <u>Erica Candage</u> Director	1.00	X						0	0	0
(9) <u>Victor Maloney</u> Executive Director					X		61,360	0	0	0
(10) -----										
(11) -----										
(12) -----										
(13) -----										
(14) -----										

**Part VII** Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(15) -----										
(16) -----										
(17) -----										
(18) -----										
(19) -----										
(20) -----										
(21) -----										
(22) -----										
(23) -----										
(24) -----										
(25) -----										
<b>1b</b> Sub-total										
<b>c</b> Total from continuation sheets to Part VII, Section A										
<b>d</b> Total (add lines 1b and 1c)							61,360	0	0	

COPY

**2** Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization 0

	Yes	No
<b>3</b> Did the organization list any former officer, director, or trustee, key employee, or highest compensated employee on line 1a? If "Yes," complete Schedule J for such individual		X
<b>4</b> For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? If "Yes," complete Schedule J for such individual		X
<b>5</b> Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? If "Yes," complete Schedule J for such person		X

**Section B. Independent Contractors**

**1** Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

**2** Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization 0

**Part VIII Statement of Revenue**

Check if Schedule O contains a response or note to any line in this Part VIII

		(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514	
<b>Contributions, Gifts, Grants and Other Similar Amounts</b>	<b>1a</b> Federated campaigns . . . . .					
	<b>b</b> Membership dues . . . . .					
	<b>c</b> Fundraising events . . . . .	61,014				
	<b>d</b> Related organizations . . . . .					
	<b>e</b> Government grants (contributions) . . . . .					
	<b>f</b> All other contributions, gifts, grants, and similar amounts not included above	186,523				
	<b>g</b> Noncash contributions included in lines 1a-1f: \$					
	<b>h Total.</b> Add lines 1a-1f . . . . . ▶	247,537				
<b>Program Service Revenue</b>	<b>2a</b> <u>Youth Services</u>	624100	588,211	588,211		
	<b>b</b> _____					
	<b>c</b> _____					
	<b>d</b> _____					
	<b>e</b> _____					
	<b>f</b> All other program service revenue . . . . .					
	<b>g Total.</b> Add lines 2a-2f . . . . . ▶	588,211				
<b>Other Revenue</b>	<b>3</b> Investment income (including dividends, interest, and other similar amounts) . . . . . ▶					
	<b>4</b> Income from investment of tax-exempt bond proceeds . . . . . ▶					
	<b>5</b> Royalties . . . . . ▶					
	<b>6a</b> Gross rents . . . . .	(i) Real	2,500			
		(ii) Personal				
		<b>b</b> Less: rental expenses . . . . .				
		<b>c</b> Rental income or (loss) . . . . .	2,500			
	<b>d</b> Net rental income or (loss) . . . . . ▶	2,500	2,500			
	<b>7a</b> Gross amount from sales of assets other than inventory	(i) Securities				
		(ii) Other				
		<b>b</b> Less: cost or other basis and sales expenses . . . . .				
		<b>c</b> Gain or (loss) . . . . .				
	<b>d</b> Net gain or (loss) . . . . . ▶					
	<b>8a</b> Gross income from fundraising events (not including \$ 61,014 of contributions reported on line 1c) See Part IV, line 18 . . . . .	<b>a</b>				
		<b>b</b> Less: direct expenses . . . . .				
<b>c</b> Net income or (loss) from fundraising events . . . . . ▶						
<b>9a</b> Gross income from gaming activities. See Part IV, line 19 . . . . .	<b>a</b>					
	<b>b</b> Less: direct expenses . . . . .					
	<b>c</b> Net income or (loss) from gaming activities . . . . . ▶					
<b>10a</b> Gross sales of inventory, less returns and allowances . . . . .	<b>a</b>					
	<b>b</b> Less: cost of goods sold . . . . .					
	<b>c</b> Net income or (loss) from sales of inventory . . . . . ▶					
<b>Miscellaneous Revenue</b>		<b>Business Code</b>				
<b>11a</b> _____						
<b>b</b> _____						
<b>c</b> _____						
<b>d</b> All other revenue . . . . .						
<b>e Total.</b> Add lines 11a-11d . . . . . ▶						
<b>12 Total revenue.</b> See instructions . . . . . ▶		838,248	590,711	0	0	

**Part IX Statement of Functional Expenses**

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.

	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21 . . . . .				
2 Grants and other assistance to domestic individuals. See Part IV, line 22 . . . . .				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16 . . . . .				
4 Benefits paid to or for members . . . . .				
5 Compensation of current officers, directors, trustees, and key employees . . . . .	61,360	6,136	52,156	3,068
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B) . . . . .				
7 Other salaries and wages . . . . .	494,670	494,670		
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions) . . . . .				
9 Other employee benefits . . . . .	26,749	22,606	4,143	
10 Payroll taxes . . . . .	40,252	36,262	3,990	
11 Fees for services (non-employees):				
a Management . . . . .				
b Legal . . . . .	735		735	
c Accounting . . . . .	1,950		1,950	
d Lobbying . . . . .				
e Professional fundraising services. See Part IV, line 17 . . . . .				
f Investment management fees . . . . .				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.) . . . . .	6,224	6,224		
12 Advertising and promotion . . . . .	2,765	2,765		
13 Office expenses . . . . .	2,503		2,503	
14 Information technology . . . . .				
15 Royalties . . . . .				
16 Occupancy . . . . .	31,899	26,499	5,400	
17 Travel . . . . .				
18 Payments of travel or entertainment expenses for any federal, state, or local public officials . . . . .				
19 Conferences, conventions, and meetings . . . . .				
20 Interest . . . . .	62	62		
21 Payments to affiliates . . . . .				
22 Depreciation, depletion, and amortization . . . . .	3,613	3,613		
23 Insurance . . . . .	13,702	9,000	4,702	
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a <u>Program Services</u> . . . . .	81,041	81,041		
b <u>Transportation</u> . . . . .	1,756	1,756		
c <u>Fundraising</u> . . . . .	12,782			12,782
d . . . . .				
e All other expenses . . . . .				
25 <b>Total functional expenses.</b> Add lines 1 through 24e . . . . .	782,063	690,634	75,579	15,850
26 <b>Joint costs.</b> Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720) . . . . .				

**Part X Balance Sheet**

Check if Schedule O contains a response or note to any line in this Part X

		(A)		(B)	
		Beginning of year		End of year	
Assets	1	Cash - non-interest-bearing	50,350	1	67,948
	2	Savings and temporary cash investments		2	
	3	Pledges and grants receivable, net		3	
	4	Accounts receivable, net	4,240	4	500
	5	Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L		5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instructions). Complete Part II of Schedule L		6	
	7	Notes and loans receivable, net		7	
	8	Inventories for sale or use		8	
	9	Prepaid expenses and deferred charges		9	
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	22,531	10a	
	b	Less: accumulated depreciation	14,484	10b	8,047
	11	Investments - publicly traded securities		11	
	12	Investments - other securities. See Part IV, line 11		12	
	13	Investments - program-related. See Part IV, line 11		13	
	14	Intangible assets		14	
	15	Other assets. See Part IV, line 11		15	
16	<b>Total assets.</b> Add lines 1 through 15 (must equal line 34)	66,250	16	76,495	
Liabilities	17	Accounts payable and accrued expenses	56,101	17	12,116
	18	Grants payable		18	
	19	Deferred revenue		19	
	20	Tax-exempt bond liabilities		20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22	Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L		22	
	23	Secured mortgages and notes payable to unrelated third parties	2,728	23	773
	24	Unsecured notes and loans payable to unrelated third parties		24	
	25	Other liabilities (including federal income tax payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		25	
	26	<b>Total liabilities.</b> Add lines 17 through 25	58,829	26	12,889
Net Assets or Fund Balances	Organizations that follow SFAS 117 (ASC 958), check here <input checked="" type="checkbox"/> and complete lines 27 through 29, and lines 33 and 34.				
	27	Unrestricted net assets	7,421	27	63,606
	28	Temporarily restricted net assets		28	
	29	Permanently restricted net assets		29	
	Organizations that do not follow SFAS 117 (ASC 958), check here <input type="checkbox"/> and complete lines 30 through 34.				
	30	Capital stock or trust principal, or current funds		30	
	31	Paid-in or capital surplus, or land, building, or equipment fund		31	
	32	Retained earnings, endowment, accumulated income, or other funds		32	
33	<b>Total net assets or fund balances</b>	7,421	33	63,606	
34	<b>Total liabilities and net assets/fund balances</b>	66,250	34	76,495	

**Part XI Reconciliation of Net Assets**

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	838,248
2	Total expenses (must equal Part IX, column (A), line 25)	2	782,063
3	Revenue less expenses. Subtract line 2 from line 1	3	56,185
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	7,421
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain in Schedule O)	9	0
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	63,606

**Part XII Financial Statements and Reporting**

Check if Schedule O contains a response or note to any line in this Part XII

1 Accounting method used to prepare the Form 990:  Cash  Accrual  Other \_\_\_\_\_  
 If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.

2a Were the organization's financial statements compiled or reviewed by an independent accountant? .....  
 If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both:  
 Separate basis  Consolidated basis  Both consolidated and separate basis

b Were the organization's financial statements audited by an independent accountant? .....  
 If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both:  
 Separate basis  Consolidated basis  Both consolidated and separate basis

c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? .....  
 If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.

3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133? .....

b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits .....

	Yes	No
2a		X
2b		X
2c		
3a		
3b		

Client

**Seacoast Youth Services Board of Directors  
2018**

**Tina Carey/Chairperson**

**Erica Candage  
Fundraising Committee**

**Jerome Fuller Jr.  
Executive Committee**

**Steve O'Neil  
Fundraising Committee**

**Cathy Golas, Secretary  
Fundraising Committee**

**Debra Vasconcellos  
Program Committee**

**William Rothney  
Treasurer**

\*Board positions are non-compensatory



# VICTOR MALONEY

## EDUCATION

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1973- 1977      University of New Hampshire      Durham, NH  
*Bachelors of Science, Recreation Administration*

## PROFESSIONAL EXPERIENCE

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1977 - 1981      **Owner/Trainer Park Place Kennels**      Seabrook, NH  
Responsible for care and conditioning of racing  
greyhounds

1981-1996      **Goldsmith's Sporting Goods**      Bangor, ME  
Responsible for cultivating team and institutional sales of  
sporting goods in NH and Eastern Mass.

1996-2000      **ERA Masiello**      Hampton, NH  
Residential real estate sales

2000-2001      **Odyssey House**      Hampton, NH  
Milieu worker at adolescent residential facility

2001-present      **Executive Director**  
Seacoast Youth Services      Seabrook, NH

## VOLUNTEER EXPERIENCE

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Little league commissioner – 12 yrs. Hampton, NH

Board of Deacons – First Congregational Church, Hampton, NH

Board of Wardens - First Congregational Church, Hampton, NH

Big Brothers/Big Sisters

## AWARDS RECEIVED

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John Hancock Insurance, Youth Volunteer Award      2011

University of New Hampshire Cooperative Extension,  
Outstanding Community Partner      2008

NH Providers Association    Prevention Provider of the Year      2013

## Maria Kenney

### EDUCATION

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<b>New York University, New York, New York</b>	
<i>Master of Arts</i>	1983
<i>Bachelor of Fine Arts</i>	1982

### EXPERIENCE

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<b>Seacoast Youth Services, Seabrook, NH</b>	2016-Present
<i>Administrative Director</i>	
<b>Seacoast Youth Services, Seabrook, NH</b>	2012-2014
<i>Development Director</i>	
<b>ARRO Services, Seabrook, NH</b>	
<i>Executive Director</i>	2010-2012

### VOLUNTEER WORK

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<b>Womenade of the Hamptons, Hampton, NH</b>	2005-2012
<i>Founding Member/President</i>	

5

### KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Seacoast Youth Services

Name of Program/Service: RFA-2019-BDAS-01-SUBST *Substance Use Disorder Treatment & Recovery Support*

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
Victor Maloney - Executive Director	61,360 \$0	∅ 0.00%	\$0.00
Maria Kenney - Admin. Asst.	45,032 \$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
	\$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
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$0.00</b>

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.

Subject: Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST-11)

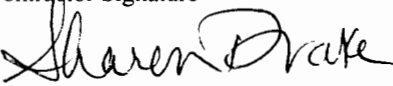
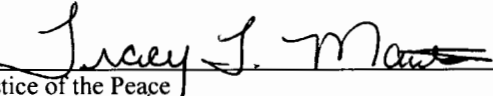
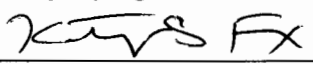
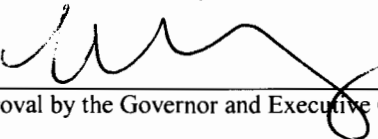
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Southeastern New Hampshire Alcohol & Drug Abuse Services		1.4 Contractor Address 272 County Farm Road Dover NH 03820	
1.5 Contractor Phone Number 603-516-8164	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 \$589,540
1.9 Contracting Officer for State Agency E. Maria 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 Sharon Drake CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Stratford</u> On <u>5/31/18</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] 		<div style="border: 2px solid black; padding: 5px; width: fit-content; margin: auto;">                         TRACY L MANTOS                          Notary Public - New Hampshire                          My Commission Expires Nov 8, 2022                     </div>	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Tracy L. Mantos, Notary</u>			
1.14 State Agency Signature  Date: <u>6/7/18</u>		1.15 Name and Title of State Agency Signatory <u>Katja S Fox, Director</u>	
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>6/8/18</u> <u>Walter A. [unclear] - Attorney</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**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-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all 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

Contractor Initials SD  
Date 5/31/18

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, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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 supersedes all prior Agreements and understandings relating hereto.

Contractor Initials SD  
Date 5/31/18



Exhibit A

**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.

**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 recovery from alcohol and drug problems. At a minimum, the Contractor must:

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5/31/18





Exhibit A

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- 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.
    - 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



Exhibit A

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. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. Low-Intensity Residential Treatment services provide residential substance use disorder treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.
  - 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.
- 2.3.2. 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 2.3.1.5 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



Exhibit A

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. Recovery Support Services

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 2.3.1.5 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

2.4.2.2. Transportation for Pregnant and Parenting Women:

2.4.2.2.1. The Contractor may provide transportation services to pregnant and parenting women to

SD

5/31/18



Exhibit A

- and from services as required by the client's treatment plan.
- 2.4.2.2.2. The Contractor may use Contractor's own vehicle, and/or purchase public transportation passes and/or pay for cab fare. The Contractor shall:
- 2.4.2.2.2.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.
  - 2.4.2.2.2.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order
  - 2.4.2.2.2.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
- 2.4.2.3. Child Care for Pregnant and Parenting Women:
- 2.4.2.3.1. The Contractor may provide child care to children of pregnant and parenting women while the individual is in treatment and case management services.
  - 2.4.2.3.2. The Contractor may directly provide child care and/or pay for childcare provided by a licensed childcare provider.
  - 2.4.2.3.3. The Contractor shall comply with all applicable Federal and State childcare regulations such as but not limited to New Hampshire Administrative Rule He-C 4002 Child Care Licensing.



Exhibit A

- 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.
- 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 2.3.1.5 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, 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:

SD

5/31/18



Exhibit A

- 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.
- 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.



Exhibit A

- 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:
  - 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.



Exhibit A

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- 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.
  - 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 pace 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





Exhibit A

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

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



Exhibit A

- 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)
    - 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.



Exhibit A

- 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.
    - 2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer



Exhibit A

- 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, 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



Exhibit A

- 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
- 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



Exhibit A

- 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 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. 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

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5/31/18



Exhibit A

<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 Education Tools that include:

2.9.1.4.1. Asses 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:



Exhibit A

- 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.

**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 8.1.2).
  - 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:





Exhibit A

- 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;
  - 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



Exhibit A

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.
- 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;



Exhibit A

- 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.
- 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;



Exhibit A

- 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;
  - 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



Exhibit A

- 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
  - 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. 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:



Exhibit A

- 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:
  - 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.

SD

5/31/18



Exhibit A

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- 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
  - 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.



Exhibit A

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**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:
  - 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

SD

5/31/18





### 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 541-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:29; 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.





### 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: Addiction 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



### Exhibit A-1 Operational Requirements

- 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;



### Exhibit A-1 Operational Requirements

- 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



### Exhibit A-1 Operational Requirements

- 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.



### Exhibit A-1 Operational Requirements

- 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.
16. Personal Rights.
  - 16.1. 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.
  - 16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:



### Exhibit A-1 Operational Requirements

- 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;
    - 19.1.6. 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;





### Exhibit A-1 Operational Requirements

- 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



### Exhibit A-1 Operational Requirements

- 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.



### Exhibit A-1 Operational Requirements

- 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.



### Exhibit A-1 Operational Requirements

- 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.



### Exhibit A-1 Operational Requirements

- 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.



### Exhibit A-1 Operational Requirements

- 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



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, except for Childcare (See Section 10 below).
  - 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 11, 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 11 Sliding Fee Scale for the client's applicable income level.



Exhibit B

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- 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, 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, Section 5.7.1) 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 for: Integrated Medication Assisted Treatment (MAT)
- 6.1. 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:

6.2. Medication:



Exhibit B

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- 6.2.1. 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.
  - 6.2.2. 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:
    - 6.2.2.1. 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.
  - 6.2.3. The Contractor shall seek reimbursement for up to 3 doses per client per day.
  - 6.2.4. The Contractor shall maintain documentation of the following:
    - 6.2.4.1. WITS Client ID #;
    - 6.2.4.2. Period for which prescription is intended;
    - 6.2.4.3. Name and dosage of the medication;
    - 6.2.4.4. Associated Medicaid Code;
    - 6.2.4.5. Charge for the medication.
    - 6.2.4.6. Client cost share for the service; and
    - 6.2.4.7. Amount being billed to the Department for the service.
  - 6.3. Physician Time:
    - 6.3.1. 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.
    - 6.3.2. The Contractor shall seek reimbursement according to Exhibit B-1 Service Fee Table.



Exhibit B

6.3.3. The Contractor shall maintain documentation of the following:

- 6.3.3.1. WITS Client ID #;
- 6.3.3.2. Date of Service;
- 6.3.3.3. Description of service;
- 6.3.3.4. Associated Medicaid Code;
- 6.3.3.5. Charge for the service;
- 6.3.3.6. Client cost share for the service; and
- 6.3.3.7. Amount being billed to the Department for the service.

6.4. The Contractor will submit an invoice by the twentieth (20<sup>th</sup>) 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.

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

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

- 7.1.1. The client's portion of the Contract Rate in Exhibit B-1 using the sliding fee scale
- 7.1.2. The charges to the Department

7.2. 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:

<b>Table A</b>	
<b>If the percentage of Client's income of the Federal Poverty Level (FPL) is:</b>	<b>Then the Contractor may charge the client up to the following amount for room and board per week:</b>
0%-138%	\$0
139% - 149%	\$8
150% - 199%	\$12



Exhibit B

<b>Table A</b>	
<b>If the percentage of Client's income of the Federal Poverty Level (FPL) is:</b>	<b>Then the Contractor may charge the client up to the following amount for room and board per week:</b>
200% - 249%	\$25
250% - 299%	\$40
300% - 349%	\$57
350% - 399%	\$77

- 7.3. The Contractor shall hold 50% of the amount charged to the client that will be returned to the client at the time of discharge.
- 7.4. The Contractor shall maintain records to account for the client's contribution to room and board.
- 8. **Additional Billing Information: Intensive Case Management Services:**
  - 8.1. 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.
  - 8.2. The Department will not pay for intensive case management provided to a client prior to admission.
  - 8.3. The Contractor will bill for intensive case management only when the service is authorized by the Department.
- 9. **Additional Billing Information: Transportation**
  - 9.1. The Contractor will seek reimbursement in accordance with Section 5 above and upon prior approval of the Department for Transportation provided in Exhibit A Scope of Services Section 2.4.2.2 as follows:
    - 9.1.1. At Department's standard per mile rate plus an hourly rate in accordance with Exhibit B-1 Service Fee Table for Contractor's staff driving time, when using the Contractor's own vehicle for transporting clients to and from services required by the client's treatment plan. If the Contractor's staff works less than a full hour, then the hourly rate will be prorated at fifteen (15) minute intervals for actual work completed; or.

Vendor Initials SP  
 Date 5/31/18



Exhibit B

- 9.1.2. At the actual cost to purchase transportation passes or to pay for cab fare, in order for the client to receive transportation to and from services required by the client's treatment plan.
- 9.2. The Contractor shall keep and maintain records and receipts to support the cost of transportation and provide said records and receipts to the Department upon request.
- 9.3. The Contractor will invoice the Department according to Department instructions.
- 10. Charging for Child Care
  - 10.1. The Contractor shall seek reimbursement upon prior approval of the Department for Childcare provided in Exhibit A Scope of Services, Section 2.4.2.3 as follows:
    - 10.1.1. At the hourly rate in Exhibit B-1 Service Fee Table for when the Contractor's staff provides child care while the client is receiving treatment or recovery support services, or
    - 10.1.2. At the actual cost to purchase childcare from a licensed child care provider.
  - 10.2. The Contractor shall keep and maintain records and receipts to support the cost of childcare and provide these to the Department upon request.
  - 10.3. The Contractor will invoice the Department according to Department instructions.
- 11. Sliding Fee Scale
  - 11.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B Section 5 above.
  - 11.2. 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

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- 11.3. 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.
- 12. Submitting Charges for Payment
  - 12.1. 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:
    - 12.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client
    - 12.1.2. 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.
    - 12.1.3. 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.
    - 12.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.
    - 12.1.5. Submit separate batches for each billing month.
  - 12.2. 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.
  - 12.3. 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.
- 13. 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.
- 14. Funds in this contract may not be used to replace funding for a program already funded from another source.
- 15. The Contractor will keep detailed records of their activities related to Department funded programs and services.





Exhibit B

16. 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.
17. 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.
18. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
  - 18.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
  - 18.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
    - 18.2.1. Make cash payments to intended recipients of substance abuse services.
    - 18.2.2. 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.
    - 18.2.3. 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.
    - 18.2.4. 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.
  - 18.3. 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



Exhibit B

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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**

<b>Service</b>	<b>Contract Rate: Maximum Allowable Charge</b>	<b>Unit</b>
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.
Low-Intensity Residential for Adults only for clinical services and room and board	\$119.00	Per day
High-Intensity Residential Adult, (excluding Pregnant and Parenting Women), for clinical services and room and board	\$154.00	Per day
Integrated Medication Assisted Treatment - Physician Time	Rate Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	Unit Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.
Integrated Medication Assisted Treatment – Medication	See Exhibit B, Section 6.2	See Exhibit B, Section 6.2
Recovery Support Services: Individual Intensive Case Management	\$16.50	15 min
Recovery Support Services: Group Intensive Case Management	\$5.50	15 min
Staff Time for Child Care Provided by the Contractor, only for children of Pregnant and Parenting Women	Actual staff time up to \$20.00	Hour



Exhibit B-1

Service	Contract Rate: Maximum Allowable Charge	Unit
Child Care Provided by a Child Care Provider (other than the Contractor), only for children of Pregnant and Parenting Women	Actual cost to purchase Child Care	According to the Child Care Provider
Staff Time for Transportation Provided by the Contractor, only for Pregnant and Parenting Women	Actual staff time up to \$5.00	Per 15 minutes
Mileage Reimbursement for use of the Contractor's Vehicle when providing Transportation for Pregnant and Parenting Women	Department's standard per mile reimbursement rate	Per Mile
Transportation provided by a Transportation Provider (other than the Contractor) only to Pregnant and Parenting Women	Actual cost to purchase Transportation	According to the Transportation Provider



**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 procedures.
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. **Retroactive 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 amounts 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;



- 7.3. 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 \$500,000 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 13166, 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





- 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 affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope 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.

SD

5/31/18



**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 GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS**  
**US DEPARTMENT OF EDUCATION - CONTRACTORS**  
**US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Contractor Name:

5/31/18  
Date

Sharon Drake  
Name: Sharon Drake  
Title: CEO



**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
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

5/31/18  
Date

Sharon Drake  
Name: Sharon Drake  
Title: CEO



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

5/31/18  
Date

Sharon Drake  
Name: Sharon Drake  
Title: CEO



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

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

Contractor Initials SD

Date 5/31/18



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:

5/31/18  
Date

Sharon Drake  
Name: Sharon Drake  
Title: CEO

Exhibit G

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

Contractor Initials SD

Date 5/31/18



**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:

5/31/18  
Date

Sharon Drake  
Name: Sharon Drake  
Title: CEO



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 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

SD

5/31/18



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 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services  
The State

Katja S Fox  
Signature of Authorized Representative

Katja S Fox  
Name of Authorized Representative

Director  
Title of Authorized Representative

6/7/18  
Date

Southern NH Alcohol & Drug Abuse Services  
Name of the Contractor

Sharon Drake  
Signature of Authorized Representative

Sharon Drake  
Name of Authorized Representative

CEO  
Title of Authorized Representative

5/31/18  
Date





**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:

5/31/18  
Date

Sharon Drake  
Name: Sharon Drake  
Title: CEO



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 963911560
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO                       YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

## I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

### A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

## II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

#### A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

**B. Disposition**

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

**IV. PROCEDURES FOR SECURITY**

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

SD

5/31/18





DHHS Information Security Requirements

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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/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's 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.

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 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and



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

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

**VI. PERSONS TO CONTACT**

- A. DHHS 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

DHHSPrivacy.Officer@dhhs.nh.gov

# State of New Hampshire

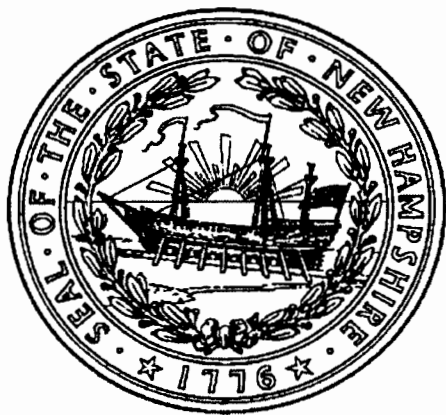
## Department of State

### CERTIFICATE

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

Business ID: **64991**

Certificate Number: **0004088585**



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 26th day of April A.D. 2018.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Thomas Parks, Jr., do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Member of Southeastern NH Alcohol & Drug Abuse Services.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Members of  
the Agency duly held on May 10, 2017 :  
(Date)

**RESOLVED:** That the Sharon Drake, CEO  
(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 31st day of May, 2018.  
(Date Contract Signed)

4. Sharon Drake is the duly elected CEO (Chief Executive Officer)  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

T. Parks  
(Signature of the Elected Officer)

STATE OF New Hampshire

County of Strafford

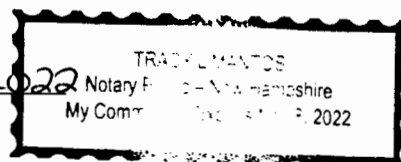
The forgoing instrument was acknowledged before me this 31st day of May, 2018,

By Thomas Parks, Jr.  
(Name of Elected Officer of the Agency)

Tracy J. Mantos  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: Nov. 8, 2022



ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/09/2017

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).

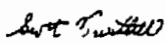
<b>PRODUCER</b> USI Insurance Svcs, LLC Prof 75 John Roberts Road, Building C South Portland, ME 04106 855 874-0123	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 855 874-0123		FAX (A/C, No): 877-775-0110
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Southeastern New Hampshire Alcohol & Drug Abuse Services Corp. 272 County Farm Road Dover, NH 03820	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A : Philadelphia Indemnity Insurance Co.		18058
	INSURER B : MEMIC Indemnity Co		11030
	INSURER C :		
	INSURER D :		
	INSURER E :		

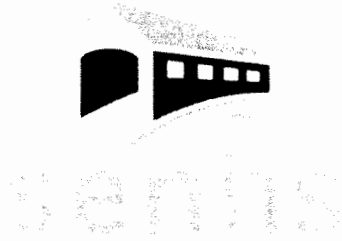
**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		PHPK1714099	11/01/2017	11/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		PHPK1714099	11/01/2017	11/01/2018	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 checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000		PHUB601663	11/01/2017	11/01/2018	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	3102800341	11/01/2017	11/01/2018	PER STATUTE    OTHER E.L EACH ACCIDENT \$500,000 E.L DISEASE - EA EMPLOYEE \$500,000 E.L DISEASE - POLICY LIMIT \$500,000

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

<b>CERTIFICATE HOLDER</b> NH DHHS 105 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b> 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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## **Southeastern NH Alcohol & Drug Abuse Services**

### **VISION STATEMENT**

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

### **MISSION STATEMENT (Current)**

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

### **VALUES AND PRINCIPLES**

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

***SOUTHEASTERN NEW HAMPSHIRE  
ALCOHOL & DRUG ABUSE SERVICES***

***Audited Financial Statements***

***For The Fiscal Year Ended  
June 30, 2017***



**SOUTHEASTERN NEW HAMPSHIRE  
ALCOHOL & DRUG ABUSE SERVICES**

**Table of Contents**

1.	Independent Auditor's Report.....	1-2
2.	Statement of Financial Position.....	3-4
3.	Statement of Activities and Changes in Net Assets.....	5
4.	Statement of Functional Expenses.....	6-8
5.	Statement of Cash Flows.....	9
6.	Notes to the Financial Statements.....	10-15

**INDEPENDENT AUDITOR'S REPORT**

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

We have audited the accompanying financial statements of Southeastern New Hampshire Alcohol & Drug Abuse Services (a nonprofit organization), which comprise the statement of financial position as of June 30, 2017, and the related statements of activities and changes in net assets, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

**Management's Responsibility for the Financial Statements**

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

**Auditor's Responsibility**

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

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

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

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Southeastern New Hampshire Alcohol & Drug Abuse Services as of June 30, 2017, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

*Penchansky & Co. PLLC*

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

January 30, 2018

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG  
ABUSE SERVICES**  
Statement of Financial Position  
As of June 30,

**ASSETS**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2017 Totals</u>
<b><u>Current Assets:</u></b>			
Cash and Cash Equivalents	\$ 371,977	\$ 29,000	\$ 400,977
Accounts Receivable	184,900	0	184,900
Prepaid Expenses	11,367	0	11,367
	<u>568,244</u>	<u>29,000</u>	<u>597,244</u>
<b><u>Fixed Assets:</u></b>			
Building Improvements	895,166	0	895,166
Furniture and Equipment	232,643	0	232,643
Capital Lease - Copier	21,250	0	21,250
Less: Accumulated Depreciation	<u>(616,795)</u>	<u>0</u>	<u>(616,795)</u>
Net Fixed Assets	<u>532,264</u>	<u>0</u>	<u>532,264</u>
<b>Total Assets</b>	<b><u>\$ 1,100,508</u></b>	<b><u>\$ 29,000</u></b>	<b><u>\$ 1,129,508</u></b>

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**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG  
ABUSE SERVICES**  
Statement of Financial Position  
As of June 30,

**LIABILITIES AND NET ASSETS**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2017 Totals</u>
<b><u>Current Liabilities:</u></b>			
Accounts Payable	\$ 10,910	\$ 0	\$ 10,910
Accrued Expenses	45,599	0	45,599
Accrued Payroll and Taxes	119,764	0	119,764
Deferred Revenue	55,250	0	55,250
Current Portion of Capital Lease	4,006	0	4,006
	<hr/>	<hr/>	<hr/>
Total Current Liabilities	235,529	0	235,529
<b><u>Long Term Liabilities:</u></b>			
Capital Lease, Net of Current Portion	11,648	0	11,648
	<hr/>	<hr/>	<hr/>
Total Long Term Liabilities	11,648	0	11,648
	<hr/>	<hr/>	<hr/>
Total Liabilities	247,177	0	247,177
<b><u>Net Assets:</u></b>			
Net Assets	853,331	29,000	882,331
	<hr/>	<hr/>	<hr/>
<b>Total Liabilities and Net Assets</b>	<b><u>\$ 1,100,508</u></b>	<b><u>\$ 29,000</u></b>	<b><u>\$ 1,129,508</u></b>

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG  
ABUSE SERVICES**  
Statement of Activities and Changes in Net Assets  
For The Year Ended June 30,

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2017 Totals</u>
<b><u>Revenues and Support:</u></b>			
Governmental Agency Revenue	\$ 1,016,459	\$ 35,000	\$ 1,051,459
Contributions	36,119	0	36,119
Client Fee	255,720	0	255,720
Medicaid	509,369	0	509,369
Probate	110,421	0	110,421
Insurance	54,014	0	54,014
In-Kind Contributions	11,333	0	11,333
Other Revenue	29,411	0	29,411
Net Assets Released from Restrictions:			
Satisfaction of Program Restrictions	<u>6,000</u>	<u>(6,000)</u>	<u>0</u>
Total Revenues and Support	<u>2,028,846</u>	<u>29,000</u>	<u>2,057,846</u>
<b><u>Expenses:</u></b>			
Program Services	1,955,593	0	1,955,593
General Management	<u>282,474</u>	<u>0</u>	<u>282,474</u>
Total Expenses	<u>2,238,067</u>	<u>0</u>	<u>2,238,067</u>
Excess (Deficit) of Revenues and Support over Expenses	<u>(209,221)</u>	<u>29,000</u>	<u>(180,221)</u>
<b><u>Other Revenues (Expenses):</u></b>			
Interest and Investment Income	<u>44</u>	<u>0</u>	<u>44</u>
Total Other Revenues (Expenses)	<u>44</u>	<u>0</u>	<u>44</u>
Net Increase (Decrease) in Net Assets	(209,177)	29,000	(180,177)
Net Assets - Beginning of Period	<u>1,062,508</u>	<u>0</u>	<u>1,062,508</u>
Net Assets - End of Period	<u>\$ 853,331</u>	<u>\$ 29,000</u>	<u>\$ 882,331</u>

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG  
ABUSE SERVICES**

**Statement of Functional Expenses  
For The Year Ended June 30,**

	Program Services - 2017			
	OUTPATIENT SERVICES	COMPREHENSIVE SERVICES	IMPAIRED DRIVER INTERVENTION PROGRAM	COMMUNITY EDUCATION PROGRAM
<b><u>Expenses:</u></b>				
Salaries and Wages	\$ 236,845	\$ 539,909	\$ 108,343	\$ 7,860
Payroll Taxes	20,214	40,625	8,766	627
Employee Benefits	60,224	51,172	22,016	636
Management Fee	14,638	42,438	7,300	2,700
Rent	13,578	31,960	4,476	1,472
Utilities	12,164	22,508	6,342	1,010
Professional Fee	14,082	10,463	1,681	565
Depreciation	7,198	26,268	3,473	618
Food	638	50,626	359	160
House Supplies	8,220	20,882	1,124	631
Insurance	4,885	14,078	2,298	575
Office Expense	3,679	2,174	1,358	15,872
Supplies	4,329	3,698	1,818	1,363
Bad Debt	3,360	0	0	0
Fees	173	0	3,944	1,053
Staff Development	2,705	3,197	349	8
Conference & Conventions	3,099	1,165	570	0
Travel	1,604	1,696	745	119
Printing & Reproduction	1,296	1,065	636	471
Client Recreation	146	1,617	1,250	182
Advertising	911	2,395	20	19
Equipment Rent	342	408	171	163
Miscellaneous	359	465	443	80
State Admin	105	0	0	0
Interest	23	0	0	0
Repairs	1,134	1,857	203	180
<b>Total Expenses</b>	<b>\$ 415,951</b>	<b>\$ 870,666</b>	<b>\$ 177,685</b>	<b>\$ 36,364</b>

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**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG  
ABUSE SERVICES**

**Statement of Functional Expenses  
For The Year Ended June 30,**

**Program Services - 2017**

	<u>DRUG COURT PROGRAM</u>	<u>DETOXIFICATION PROGRAM</u>	<u>FOR WOMEN</u>	<u>TOTAL PROGRAM SERVICES</u>
<b><u>Expenses:</u></b>				
Salaries and Wages	\$ 219,630	\$ 0	\$ 72,173	\$ 1,184,760
Payroll Taxes	14,181	0	5,391	89,804
Employee Benefits	13,243	0	9,463	156,754
Management Fee	14,675	3,888	5,613	91,252
Rent	10,035	788	2,356	64,665
Utilities	8,960	404	4,171	55,559
Professional Fee	15,768	191	12,049	54,799
Depreciation	7,769	673	2,258	48,257
Food	402	80	2	52,267
House Supplies	1,809	549	1,248	34,463
Insurance	5,172	287	1,548	28,843
Office Expense	225	0	134	23,442
Supplies	1,641	83	1,524	14,456
Bad Debt	8,400	0	2,240	14,000
Fee's	0	0	0	5,170
Staff Development	470	0	8	6,737
Conference & Conventions	972	0	455	6,261
Travel	309	0	172	4,645
Printing & Reproduction	576	0	471	4,515
Client Recreation	788	0	292	4,275
Advertising	340	0	16	3,701
Equipment Rent	169	0	157	1,410
Miscellaneous	87	0	81	1,515
State Admin	0	0	0	105
Interest	0	0	0	23
Repairs	193	168	180	3,915
<b>Total Expenses</b>	<b><u>\$ 325,814</u></b>	<b><u>\$ 7,111</u></b>	<b><u>\$ 122,002</u></b>	<b><u>\$ 1,955,593</u></b>

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**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG  
ABUSE SERVICES**

**Statement of Functional Expenses  
For The Year Ended June 30,**

	<u>FUNDRAISING</u>	<u>GENERAL MANAGEMENT</u>	<u>2017 TOTAL</u>
<b><u>Expenses:</u></b>			
Salaries and Wages	\$ 0	\$ 213,223	\$ 1,397,983
Payroll Taxes	0	16,103	105,907
Employee Benefits	0	26,924	183,678
Management Fee	0	0	91,252
Rent	0	0	64,665
Utilities	0	6,362	61,921
Professional Fee	0	6,300	61,099
Depreciation	0	1,674	49,931
Food	0	0	52,267
House Supplies	0	0	34,463
Insurance	0	0	28,843
Office Expense	0	3,158	26,600
Supplies	0	2,635	17,091
Bad Debt	0	0	14,000
Fee's	0	280	5,450
Staff Development	0	0	6,737
Conference & Conventions	0	0	6,261
Travel	0	355	5,000
Printing & Reproduction	0	0	4,515
Client Recreation	0	0	4,275
Advertising	0	471	4,172
Equipment Rent	0	0	1,410
Miscellaneous	0	658	2,173
State Admin	0	0	105
Interest	0	4,331	4,354
Repairs	0	0	3,915
<b>Total Expenses</b>	<b>\$ 0</b>	<b>\$ 282,474</b>	<b>\$ 2,238,067</b>

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG  
ABUSE SERVICES**  
Statement of Cash Flows  
For the Year Ended June 30,

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2017 Totals</u>
<b><u>Cash Flows from Operating Activities:</u></b>			
Net Increase (Decrease) in Net Assets	\$ (209,177)	\$ 29,000	\$ (180,177)
<u>Adjustments to reconcile changes in net assets to net cash provided by (used for) operating activities:</u>			
Depreciation	49,931	0	49,931
(Increase) Decrease in Accounts Receivable	(889)	0	(889)
(Increase) Decrease in Prepaid Expenses	(4,336)	0	(4,336)
Increase (Decrease) in Accounts Payable	(113,926)	0	(113,926)
Increase (Decrease) in Accrued Liabilities	27,748	0	27,748
Increase (Decrease) in Accrued Payroll	24,143	0	24,143
Increase (Decrease) in Deferred Revenue	40,250	0	40,250
Total Adjustments	<u>22,921</u>	<u>0</u>	<u>22,921</u>
Net Cash Flows Provided by (Used for) Operating Activities	<u>(186,256)</u>	<u>29,000</u>	<u>(157,256)</u>
<b><u>Cash Flows from Investing Activities:</u></b>			
Acquisitions of Fixed Assets	<u>(120,419)</u>	<u>0</u>	<u>(120,419)</u>
Net Cash Flows Provided by (Used for) Operating Activities	<u>(120,419)</u>	<u>0</u>	<u>(120,419)</u>
<b><u>Cash Flows from Financing Activities:</u></b>			
Principal Payments on Capital Lease	<u>(3,137)</u>	<u>0</u>	<u>(3,137)</u>
Net Cash Flows Provided by (Used for) Financing Activities	<u>(3,137)</u>	<u>0</u>	<u>(3,137)</u>
Net Increase (Decrease) in Cash and Cash Equivalents	(309,812)	29,000	(280,812)
Cash and Equivalents - Beginning of Year	<u>681,789</u>	<u>0</u>	<u>681,789</u>
<b>Cash and Equivalents - End of Year</b>	<b><u>\$ 371,977</u></b>	<b><u>\$ 29,000</u></b>	<b><u>\$ 400,977</u></b>
<b><u>Supplemental Cash Flow Disclosures:</u></b>			
Interest (net of amount capitalized)	<u>\$ 4,354</u>	<u>\$ 0</u>	<u>\$ 4,354</u>

**SOUTHEASTERN NEW HAMPSHIRE  
ALCOHOL & DRUG ABUSE SERVICES**  
Notes to the Financial Statements  
June 30, 2017

**Nature of Organization & Activities:**

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

**Note 1 - Summary of Significant Accounting Principles:**

**A. Method of Accounting**

The accompanying financial statements have been prepared using the accrual basis of accounting, in accordance with accounting principles generally accepted in the United States of America.

**B. Basis of Presentation**

The Organization presents its financial statements following the Not-For-Profit Entities topic of the FASB Accounting Standards Codification with respect to financial statement presentation. Under this topic, the Organization is required to report information regarding its financial position and activities according to the three classes of net assets: unrestricted net assets, temporarily restricted net assets and permanently restricted net assets. In addition, the Organization is required to present a statement of cash flows. The financial statements are presented using the three classes of net assets and are as follows:

**Unrestricted Net Assets:**

The portion of net assets of a not-for-profit Organization that is neither permanently restricted nor temporarily restricted by donor imposed stipulations.

**Temporarily Restricted Net Assets:**

The portion of net assets of a not-for-profit Organization resulting (a) from contributions and other inflows of assets whose use by the Organization is limited by donor-imposed stipulations that either expire by passage of time or can be fulfilled and removed by actions of the Organization pursuant to those stipulations, (b) from other asset enhancements and diminishments subject to the same kinds of stipulations, and (c) for reclassifications to or from other classes of net assets as a consequence of donor-imposed stipulations, their expiration by passage of time, or their fulfillments and removal by actions of the Organization pursuant to those stipulations. There are no Temporarily Restricted Net Assets at June 30, 2017.

**SOUTHEASTERN NEW HAMPSHIRE  
ALCOHOL & DRUG ABUSE SERVICES**  
Notes to the Financial Statements  
June 30, 2017

**Note 1 - Summary of Significant Accounting Principles - Continued:**

**B. Basis of Presentation - Continued**

*Permanently Restricted Net Assets:*

The portion of net assets of a not-for-profit Organization resulting (a) from contributions and other inflows of assets whose use by the Organization is limited by donor-imposed stipulations that neither expire by the passage of time nor can be fulfilled or otherwise removed by actions of the Organizations, (b) from other asset enhancements and diminishments subject to the same kinds of stipulations, and (c) from reclassifications from or to other classes of net assets as a consequence of donor-imposed stipulations. There are no Permanently Restricted Net Assets at June 30, 2017.

**C. Cash and Cash Equivalents**

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

**D. Use of Estimates in the Preparation of Financial Statements**

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

**E. Income Taxes**

The Organization is exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code. There are no state income taxes due to the fact that the State of New Hampshire recognizes Section 501(c)(3) for exemption of organizations that are organized and operated exclusively for religious, charitable, scientific, literary, or educational purposes. The Organization's evaluation on June 30, 2017 revealed no uncertain tax positions that would have a material impact of the financial statements.

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

**SOUTHEASTERN NEW HAMPSHIRE  
ALCOHOL & DRUG ABUSE SERVICES**  
Notes to the Financial Statements  
June 30, 2017

**Note 1 - Summary of Significant Accounting Principles - Continued:**

**F. Fixed Assets**

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

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

**G. Accounts Receivable**

Accounts receivable are reported at net realizable value. Net realizable value is equal to the gross amount of receivables less an estimated allowance for uncollectible accounts. The Organization determines an allowance for doubtful accounts based on historical experience and assessment and review of subsequent collections. The balance for allowance for doubtful accounts at June 30, 2017 is \$29,000.

**H. Donor-Restricted Contributions**

The Organization's policy is to report donor-restricted contributions whose restrictions are met in the same reporting period, as unrestricted support, as there is no effect to reported restricted net assets.

**I. Advertising**

The Organization follows the policy of charging the costs of advertising to expense as they are incurred. Advertising expenses were \$4,172 for the year ended June 30, 2017.

**SOUTHEASTERN NEW HAMPSHIRE  
ALCOHOL & DRUG ABUSE SERVICES**  
Notes to the Financial Statements  
June 30, 2017

**Note 1 - Summary of Significant Accounting Principles - Continued:**

**J. Functional Allocation of Expenses**

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

**Note 2 - Capital Lease:**

The Organization leased two copiers with a total value of \$21,250 under a five year noncancelable lease. The minimum lease payments are schedule to be \$620 per month at 24.70%. The future minimum lease payments at June 30, 2017 are as follows:

<b>For The Fiscal Years Ended June 30,</b>	<b>Notes Payable</b>
2018	\$ 4,006
2019	5,116
2020	6,521
<b>Totals</b>	<b>\$ 15,643</b>

**Note 3 - Operating Lease:**

The Organization extended its rental lease until December, 2025, for certain property located in the Alms House Building at Strafford County Farm Complex. The minimum lease payments are scheduled to be \$4,483 per month, adjusted per the percentage increase of the consumer price index (CPI) in the Boston Area as of that date, and on such other terms and conditions as the parties may agree. Rent expense for the year ended June 30, 2017 was \$64,582. The future minimum lease payments at June 30, 2017 are as follows:

<b>For The Fiscal Years Ended June 30,</b>	<b>Rent Expense</b>
2018	\$ 53,800
2019	53,800
2020	53,800
2021	53,800
2022	53,800
Thereafter	190,542
<b>Totals</b>	<b>\$ 459,542</b>

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**SOUTHEASTERN NEW HAMPSHIRE  
ALCOHOL & DRUG ABUSE SERVICES**  
Notes to the Financial Statements  
June 30, 2017

**Note 4 – Concentration of Credit Risk – Cash in Bank:**

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

**Note 5 – Concentration of Revenues and Support Sources:**

The Organization's primary sources of revenues are grants for prevention and treatment of substance abuse. Revenue is recognized as earned under the terms of the grant contract. Other support originates from charges for private services performed for citizens of New Hampshire and miscellaneous income and grants.

**Note 6 – Contributions:**

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

	<u>2017</u>
Donated rent, materials, equipment and food	\$ <u>11,333</u>

**Note 7 – Deferred Revenue:**

Revenues received in advance are recorded as deferred revenue and recognized as revenue in the period in which the related services are provided or costs are incurred. The balance at June 30, 2017 is \$55,250.

**Note 8 – Line of Credit:**

The Organization has a revolving line of credit with a bank in the amount of \$50,000. The line requires monthly interest payments on the unpaid principal balance at the rate of 1.5% over the bank's stated rate. The line of credit is secured by a security interest in all business assets. At June 30, 2017, there was no outstanding balance on the line.

**Note 9 – Compensated Absences:**

Vacation is granted based on a vesting schedule of time of employment and employment status. The amount at June 30, 2017 totaled \$48,491.

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**SOUTHEASTERN NEW HAMPSHIRE  
ALCOHOL & DRUG ABUSE SERVICES**  
Notes to the Financial Statements  
June 30, 2017

**Note 10 – Employee Retirement Plan:**

All employees of the Organization who have completed minimum service requirements are eligible to participate in the tax sheltered annuity plan qualified under section 403(b) of the Internal Revenue Code. Participants in the Plan are eligible to contribute amounts up to the maximum allowed by law on an annual basis. In addition, the Organization may make non-elective contributions as defined by the plan. Plan expenses for the year ending June 30, 2017 were \$24,010.

**Note 11 – Subsequent Events:**

The Organization has evaluated subsequent events thru January 30, 2018, which is the date the financial statements were available to be issued. Management asserts that there are no events which meet the criteria for disclosure.



**SENHS Board of Directors 2018-2019**

**Patte Ardizzoni**, Rockingham County Community Action Program – Vice President

**Frank Cassidy**, CARE Pharmacy

**Dr. Robert Gaetjens**, Retired

**Dr. Lawrence Kane**, Retired

**Kevin MacLeod**, Owner Comfort Inn

**Alec McEachern**, Principal/Attorney, Shaines & McEachern P.A.

**Thomas Parks, Jr.**, Retired Workers Comp Mediator – Treasurer/Secretary

**Mark Stickney**, Spinglass Management Group

**Robert Ullrich**, NexDine, LLC - President

**Bill Webb**, Retired

## Sharon Drake

### OBJECTIVE

Management level leadership position utilizing community relations, program development, housing oversight, grant writing, networking, fund development, financial, strategic planning/thinking, collaborative processing, board development/management, and managerial experience with opportunity for high community impact and personal growth.

#### **June 2016 to Present** – *CEO Southeastern NH Alcohol & Drug Services, Dover, NH*

Directly responsible for the administration, development, management and operations of Southeastern NH Services residential programs (28-day and transitional living), outpatient services programs (including women's intensive outpatient program, Drug Court, 1:1 and groups, etc.), and the impaired driver program according to established policies and procedures.

- Directly manages all aspects of \$2.2M dollar+ annual budget including state & federal funds, private foundation and trusts, grant writing, fundraising, donor solicitation and relations, reports to all funders/donors, etc.
- Responsible for building visibility of agency, programs, and public policy positions and community impact.
- Provide vision, continuity, and leadership to ensure that mission and strategic plan are carried out.
- Oversees day-to-day operations, administration, and finances to include development of job specific and organization wide policies and procedures.
- Recruiting, developing, and managing all staff (currently 35 total full and part time staff).
- Provides direct supervision and leadership to the Management Team who oversees all day-to-day operations, programs, and clinical functions (consists of Office Manager/HR Officer, Assistant Clinical Director, Clinical Director, and CEO).
- Assists the Board of Trustees in developing a financial plan to fund programming, including new initiatives and strategies that will propel the agency forward (i.e., third party billing, service expansion, etc.).
- Works with the Board of Trustees in mission development, vision development, strategic planning and goal fulfillment.
- Reports directly to the Board of Trustees on all Southeastern NH Services activities.

#### **November 2008 to June 2016** – *CEO, Serenity Place, Manchester, NH*

Directly responsible for the administration, development, management and operations of Serenity Place's education programs, withdrawal management program, transitional living programs, intensive outpatient program, open access program, and the REAP (DUI) program according to established policies and procedures.

- Directly manages all aspects of \$1.6M dollar+ annual budget including state & federal funds, private foundation and trusts, grant writing, fundraising, donor solicitation and relations, reports to all funders/donors, etc.
- Responsible for building visibility of agency, programs, and public policy positions and community impact.
- Provide vision, continuity, and leadership to ensure that mission and strategic plan are carried out.
- Oversees day-to-day operations, administration, and finances to include development of job specific and organization wide policies and procedures.
- Recruiting, developing, and managing all staff (currently 45 total full and part time staff).

- Provides direct supervision and leadership to the Management Team who oversees all day-to-day operations, programs, and clinical functions (consists of Controller/HR Officer, Development Director, Clinical Director, and Program Director).
- Assists the Board of Directors in developing a financial plan to fund programming, including new initiatives and strategies that will propel the agency forward (i.e., third party billing, Affordable Care Act, etc.).
- Works with the Board of Directors in mission development, vision development, strategic planning and goal fulfillment.
- Reports directly to the Board of Directors on all Serenity Place activities.

**December 2007 to November 2008 - Executive Director, Women's Business Center, Portsmouth, NH**

- Member organization for over 350 woman-owned businesses.
- Provide vision, continuity, and leadership to ensure that mission and strategic plan are accomplished.
- Directly proposes and manages all aspects of the WBC annual budget (\$300,000+) including state, federal and private foundation grant writing, fundraising, event planning, donor relations, reporting to all funders/donors, etc.
- Manages development and delivery of curriculum related to programs for members and the public.
- Creates and manages database systems to track all counseling, training, membership demographics, and donor information.
- Oversees day-to-day operations, administration, and finances to include development of job specific and organization wide policies and procedures.
- Recruiting, developing, and managing all staff.
- Manage the image of the WBC and advocating for women business owners.
- Increasing WBC visibility through marketing and publications.
- Reports directly to the Board of Directors.

**March 1996 to August 2007 – Program Director, New Hampshire Community Loan Fund, Concord, NH**  
*NH Statewide IDA Collaborative: Assisted low-income individuals to save more than \$1 Million and purchase more than \$30 Million in assets.*

- Program creation and development which has included policies and procedures, template and forms, and handbook.
- Recruitment of local community partner organizations (more than 20) statewide which has included training of local organization staff.
- Grant writing/fundraising – more than \$1.7 million in federal program funds and nearly \$6 million in public/private funds including CDFA tax credits.
- Managed development of Access Database Management System for tracking of individual savings, match, funds raised, demographic, training, and other information for reporting purposes.
- Problem-solve and network with all partners through daily contact and/or quarterly Community Partner Meetings.
- Develop and manage annual budgets, controlled expenses, purchased capital equipment when necessary, and worked closely with Finance Department on accounting systems.
- Traveled nationally as an expert in the field.

***Home of Your Own Program: Assisted 81 low-income individuals to become homeowners.***

- Program development which has included process for delivering homebuyer education to individuals with disabilities and their support teams.
- Created financial packages for potential homeowners and worked closely with lending partners and closing agents through the purchase process.
- Working closely with area agencies for developmental services and other vendor organizations statewide.
- Develop and manage annual budgets, controlled expenses, purchased capital equipment when necessary, and worked closely with Finance Department on accounting systems.

- Grant writing/fundraising – more than \$1 million in funds for down payment, closing costs, and rehab associated to purchase through local and regional foundations and the Federal Home Loan Bank of Boston's Affordable Housing Program.
- Supervise and train all in-house staff associated to program.
- Maintain and manage external relations with financial institutions and funding partners which include NH Housing Finance Authority, NH Bureau of Developmental and Behavioral Health Services, NH Developmental Disabilities Council, foundations, etc.
- Understand and educate teams on housing issues as it relates to individual budgets and Medicaid funding.

*Transitional Housing and Special Needs Housing Program: Assisted local community organizations to develop loan request packages to NHCLF. After approval of loans, provided long-term technical assistance and portfolio management.*

#### **Education:**

- Notre Dame College, Manchester, NH – Bachelor of Science Degree in Psychology, Graduate May 1999
- New Hampshire Technical Institute, Concord, NH – Associate in Science Degree in Human Services, Graduate August 1994
- Graduate and Ongoing Student at NeighborWorks® America Training Institutes (transcript of courses completed available upon request)

#### **Other Activities:**

- Past Chair, Governor Appointed Position on the Emergency Shelter & Homeless Coordination Commission (Member since 1994, Chair since 2006) (Commission disbanded 2011)
- Certified Instructor National Crisis Prevention & Intervention Institute since 1995
- 2005 Graduate Institute for Nonprofit Management Antioch New England Graduate School
- 1995 Graduate Dale Carnegie Course – Highest Achievement Award Recipient
- 1995 Graduate Leadership Concord, Concord Chamber of Commerce
- 2012 Graduate Leadership Manchester, Greater Manchester Chamber of Commerce
- Current Board Member: Healthcare for the Homeless/CMC, Manchester, NH
- Former Board Member PACE (Professional Association of Council Executives), Washington, DC

# NICHOLAS D. PFEIFER, LICSW, MLADC

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## WORK EXPERIENCE

**Clinical Director.** *Southeastern New Hampshire Services, Dover, NH.* Directly supervise agency clinical programs and personnel; QA/QI in development and maintenance of all clinical programs; Engage in program development and operational changes; Assist in management of development and implementation of internal policies and procedures; Oversee and provide trainings on clinical and operational topics; Maintain compliance with federal, state, and local regulations; Ensure effective provision of clinical services to all programs; Assist in preparation of annual operating budget; Report on program development, fiscal budgetary status, and proposed operational changes; Ensure efficacy of clinical approaches and standards in all programs. January 2017 - Present.

**Adjunct Faculty.** *New England College, School of Graduate and Professional Studies, Henniker, NH.* Teach graduate courses at various cohorts for Master's in Counseling program (Substance Abuse and Addiction, Intern Seminar); Develop and present course curriculum; Review and grade papers. July 2010 - Present.

**Clinical SUD Coordinator.** *Beacon Health Strategies, Manchester, NH.* Established/Coordinated benefit for Substance Use Disorders (SUD) for health plan (Well Sense) as a Managed Care Organization (MCO) for expanded Medicaid; Worked with co-workers/supervisors to provide ongoing development of knowledge with SUD; Conduct SUD program site reviews and assess compliance with State and Beacon rules and regulations for programming; Establish and maintain professional relationships with the State of NH, residential SUD programs, and other facilities providing services (outpatient, residential, IOP/PHP, Outpatient, etc.); Maintain communication with supervisors and health plan regarding expansion of SUD services; Utilize clinical knowledge/experience to conduct utilization reviews with agencies for approval of appropriate SUD treatment; Work with members to establish services to address issues related to SUD; Complete reports and maintain clinical/administrative documentation. October 2014 – December 2016.

**Fee-for-Service Clinician.** *Riverbend Community Mental Health Center, Concord, NH.* Provide individual psychotherapy for adult outpatient clients; Complete intake assessments and evaluations on new clients; Form diagnostic formulations and individual service plans with clients; Maintain clinical documentation; Establish and maintain relationships with referral sources and community supports. April 2013 - October 2014.

**Clinical Supervisor.** *Center for Life Management, Derry, NH.* Provide clinical supervision for clinicians of the Assertive Community Treatment (ACT) team; Coordinate, consult and supervise substance abuse and dual diagnosis services throughout the agency; Provide individual and group psychotherapy services to adult clients; Complete intake assessments and evaluations on new clients; Form diagnostic formulations and individual service plans with clients; Complete substance abuse assessments/evaluations; Provide individual and group supervision to clinicians working in the adult program; Establish and maintain relationships with referral sources and community supports. October 2010 - October 2014.

**Adult Outpatient Clinician.** *Center for Life Management, Derry, NH.* Provide individual and group psychotherapy for adult outpatient clients; Communicate with clinical and medical staff regarding clients and clinical practice; Complete intake assessments and evaluations on new clients; Form diagnostic formulations and individual service plans with clients; Provide individual and group supervision to agency employees and interns; Provide case and program consultation for delivery of substance abuse and co-occurring disorder services; Complete substance abuse assessments/evaluations; Establish and maintain relationships with referral sources and community supports. August 2007 - October 2010.

**Program Director.** *WestBridge Community Services, Manchester, NH.* Coordinated staffing of residential dual disorders program to ensure required level of service to clients; Provided direct supervision to staff; Worked with other members of the leadership team to provide ongoing program development; Provided individual and group counseling; Facilitated and co-facilitate Family Education and Support sessions; Reviewed all admissions documentation for completeness; Ensured program compliance with local, state and federal regulations; Identified and took corrective actions to address maintenance issues with facility; Communicated with the treatment team daily on participant progress; Supported staff in understanding and assisting participant needs. October 2005 - February 2007.

**Residential Counselor.** *WestBridge Community Services, Manchester, NH.* Assisted clients with co-occurring disorders in working towards goals identified during intake process; Facilitated and co-facilitated group counseling/therapy sessions; Maintained working relationships with participants, families, agencies, and resources; Responded to client crises and emergencies; Documented developments and important events in accordance with clinical policies; Attended staff meetings, case conferences, and required trainings; Served as a role model through positive, appropriate conduct and participation at agency events. September 2005 - October 2005.

**WORK EXPERIENCE (CON'T)**

**Outpatient Therapist/LADC.** *Carroll County Mental Health, Wolfeboro, NH.* Performed formal substance abuse assessments for courts and multiple offender programs; Worked with clients on an ongoing basis and assisted with the development of treatment plans; Counseled clients in individual and family formats to work towards established goals; Maintained working relationships with agencies and resources; Responded to client crises and emergencies; Documented developments and important events in accordance with clinical policies. August 2003 - August 2004.

**Program Supervisor.** *Child and Family Services, Manchester, NH.* Developed and supervised outpatient/intensive outpatient substance abuse treatment program; Recruited and trained program staff; Provided daily supervision of clinical team; Coordinated team's efforts for interdisciplinary approach to treatment; Facilitated team meetings and intra and inter agency communications; Oversaw the development of the treatment protocols and schedule of services; Reported to the Community Advisory Board on program development, service volume and resource allocation challenges; Worked closely with consulting medical services to insure that individual treatment plans were appropriate; Insured that all program counselors implemented individual treatment plans; Served as primary counselor for up to six clients, providing individual, group and family counseling; Documented and maintained individual client records; Supervised all clinical documentation by conducting chart program reviews. August 2002 - June 2003.

**Program Director.** *Phoenix House, Phoenix Academy at Dublin, Dublin, NH.* Planned, implemented and managed staffing to ensure required level of service to clients; Ensured training and clinical supervision were provided; Directed and evaluated contract utilization and programming to meet requirements and achieve contract renewal; Ensured program compliance with local, state and federal regulations; Oversaw community mobilization and local fundraising activities; Developed budget and monitored and reported to supervisor on budget line items; Conducted and monitored the occurrence of case conferences and staff, safety, and quality assurance meetings; Led staff to understand and cooperatively undertake actions to meet client needs. January 2001 - August 2002.

**Assistant Program Director.** *Phoenix House, Phoenix Academy at Dublin, Dublin, NH.* Directly supervised clinical staff and provided and/or oversaw clinical staff training; Oversaw record keeping, caseload management, quality assurance, and utilization review as directed; Monitored balance of clinical, educational recreational, cultural, and public relations activities; Monitored the formulation and completion of treatment plans, progress notes, and group notes; Assisted in planning future programming, budgeting, and compliance with local, state, and federal regulations; Promoted the organization through positive role modeling and participation at special events; Managed a specific caseload and provided individual, group and family counseling; Assumed responsibility for the overall program in the absence of the Program Director. September 1999 - January 2001.

**Substance Abuse Counselor.** *Marathon/Phoenix House, The Lodge at Dublin, Dublin, NH.* Performed client screening, intake, orientation, and assessment functions necessary to complete admission; Assisted clients in development of individual treatment plans and monitored their progress; Counseled clients in individual, group, and family formats; Maintained working relationships with agencies, resources and families; Responded to client crises and emergencies; Documented developments and important events in accordance with clinical policies; Attended staff meetings, case conferences, and required trainings; Served as a role model through positive, appropriate conduct and participation at agency events. July 1997 - September 1999.

**EDUCATION**

**Master of Social Work.** University of New Hampshire, Durham, NH. 2005.

**Bachelor of Arts in Personality/Social Psychology.** Keene State College, Keene, NH. 1997.

**Associate of Science in Human Services/Mental Health.** New Hampshire Technical Institute, Concord, NH. 1995.

**RELEVANT CERTIFICATIONS/LICENSES/APPOINTMENTS**

- Licensed Independent Clinical Social Worker (LICSW) - State of New Hampshire. Since 2010.
- Master Licensed Alcohol and Drug Counselor (MLADC) - State of New Hampshire. Since 2002.
- Internationally Certified Advanced Alcohol and Drug Abuse Counselor (ICAADAC) & MLADC - IC&RC. Since 2002
- Appointed to the Board of Licensing for Alcohol and Other Drug Use Professionals, State of NH. Since March 2017.

**REFERENCES**

Available upon request.

# DENISE M. ELWART

## EDUCATION

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

## ACCOUNTING AND BUSINESS EXPERIENCE

Controller, Southeastern NH Services Dover, NH Oct 2017 – present

- Senior manager overseeing finance, billing and human resources departments
- Establish accounting systems and practices to ensure GAAP compliance
- Responsible for day-to-day financial requirements including budgeting, reporting and analysis
- Supervise four employees

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

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

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

- Primary accountant for two for-profit subsidiaries: Sparrow Regional Medical Supply & Pharmacy, a chain of five stores, and the Courtside Grill, a small restaurant. Prepared journal entries, financial statements, and reconciliations.
- Assisted with accounting function for four other subsidiaries, including the consolidation of financial reports.
- Assisted with preparation of federal, state and local income taxes, as well as sales tax and personal property tax forms.
- Responsible for the initial set up and testing of the asset management system module in Lawson. Set up four related entities on the Lawson accounting system.
- Performed accounts payable functions, including training new employees and writing procedures.
- Additional duties included audit preparation, budgeting and other projects as assigned.
- Service Excellence Advisor - taught workshops on customer service to other employees and facilitated staff meetings to implement customer service initiatives.
- Promoted to Senior Accountant in October, 2008.

**Marco Alexander Andrew Thompson, LICSW, MLADC**

**Objective** *To Obtain a Challenging Position Enabling Me to Sharpen My Supervisory Skill Set and Enhance My Professional Development as a Director*

**Education** **Licensed Independent Clinical Social Worker (LICSW)**

- LICSW certified with unrestricted licensure for direct, clinical practice within the State of New Hampshire
- License number: 1662

**Masters Licensed Alcohol and Drug Counselor (MLADC)**

- MLADC certified with unrestricted licensure for direct clinical practice and supervision
- License number: 0936

Graduate, **University of New Hampshire Graduate School** 2010: Durham, New Hampshire

- Masters in Social Work with a concentration in Direct Practice and Counseling
- Additional Coursework in Addiction, Person-Centered Planning, and Technology

Graduate, **University of New Hampshire** 2008: Durham, New Hampshire

- B.A., Justice Studies and Sociology

Graduate, **Brookline High School** 2004: Brookline, MA

**Work Experience** **Southeastern New Hampshire Services: Assistant Clinical Director**

**Dover, NH**

*July 2016 – Currently Employed*

- Direct supervision of agency clinical programs and personnel as directed by the Clinical Director.
- Quality assurance/improvement in developing and maintenance of all clinical records and programs offered by the Agency.
- Assist with grant and proposal writing.
- Maintain compliance with federal, state, and local regulations.
- Oversee screening, training, and supervising of existing and new staff to develop and build an effective organization.
- Retain working relationship with organizations, service providers, and other agencies.
- Maintain a high level of professional and ethical standards.
- Reports to Clinical Director of program development, fiscal budgetary status, and proposed operational changes as required.
- Assists in preparation of annual operating budget with Clinical Director and CEO.
- Schedules and leads regular case conferences. Promotes and maintains an atmosphere which encourages and facilitates a client review process to ensure coordinated, comprehensive, and individualized provision of client services.
- Oversees the training of new employees in the Staff Code of Ethics and confidentiality policies.
- Assists in managing the physical plant(s).
- Assists the management of development and implementation of internal policies and procedures with the CEO.
- Any other duties as assigned by CEO and/or Board of Trustees.

**Southeastern New Hampshire Services: Intensive Out-Patient Clinical Program Director**

**Dover, NH**

*January 2013 – July 2016*

- Responsible for the direct management of the daily activities of the Drug Court Treatment Program and the direct care of the clients assigned to the program.
- Acts as the Treatment Coordinator and primary liaison for the Strafford County Drug Treatment Court Program, with regard to the clinical treatment of Drug Court participants.
- Responsible for maintaining an environment of safety, compassion, dignity and respect.



**Work  
Experience  
(Cont'd)**

- Facilitates of individual and group counseling to the clients in the Drug Court Treatment Program.
- Maintains a caseload of clients and completion of all paperwork including client charting, intake summaries, record keeping, general correspondence, discharge summaries and chart completion.
- Participates and facilitates weekly staff meetings and daily team meetings as requested by the Executive Director.
- Provides input specific to client needs, progress, and motivation.
- Communicates all information pertinent to client safety and progress to appropriate staff and management.
- Reviews and sign off on time sheets and give to Executive Director.
- Assists with hiring, training and clinical supervision of current and new employees/ interns in the IOP Program.

**Southeastern New Hampshire Services: Intensive Out-Patient Counselor**

**Dover, NH**

*June 2010 – January 2013*

- Providing Intensive Out-Patient Counseling and Mental Health Therapy for Strafford County Drug Treatment Court
- Conducting individual and group counseling sessions while maintaining a caseload of clients
- Creating and delivering psycho-educational lectures on a variety of topics related to recovery from substance abuse
- Completing all patient paperwork, including intake summaries, substance abuse evaluations, individual and curriculum Based Treatment Planning, progress notes, general recordkeeping, correspondence, and discharge summaries
- Participating in clinical supervision, weekly staff meetings, daily group processing and planning sessions, and regular meetings with Drug Court Case Managers, Superior Court Justices, County Attorneys and Probation and Parole Officer.

**Graduate Assistant**

**University of New Hampshire Durham, NH**

*August 2008 – May 2010*

**The Graduate School**

- Graduate assistant for the Office of the Dean of the University of New Hampshire Graduate School in Thompson Hall
- Undergraduate recruitment and retention officer for underrepresented UNH students
- Liaison between the UNH Graduate School, McNair Scholars Program, and Multi-Cultural Student Organizations such as the Black Student Union, Diversity Support Coalition, and the Office of Multi-Cultural Student Affairs
- Event and banquet organizer for minority undergraduate students and major Graduate School programs including the Graduate Research Conference (GRC)
- Active Participant in the President's Commission on the Status of People of Color
- Lead accountant for Graduate School student programming

**Research and Teacher's Assistant**

**University of New Hampshire Durham, NH**

*August 2009 – May 2010*

**Graduate School Department of Social Work**

- Research and teacher's assistant for both Jerry Marx and Anne Broussard – Social Work Department Chairs
- Assisted professors in the research and drafting of peer reviewed articles, texts and publications and covered and
- Covered and substitute taught undergraduate social work classes

**Community Assistant**

**University of New Hampshire Durham, NH**

*September 2007 – May 2008*

**Department of Residential Life**

- Maintained a safe and comfortable living environment for residents through consistent assessment and appropriate intervention when needed, The Gables Apartment Complex, Approximately, 100 Students
- Established trusted and effective two way communication with all residents and staff
- Created and implemented creative activities designed to support total student growth including academic success, appreciating differences and the value of good citizenship
- Offered myself as a role model by ensuring my scholastic achievement, being a dependable employee, a responsible citizen, and compassionate, available friend

**Resident Adviser**

**University of New Hampshire Durham, NH**

*August 2006 – May 2007*

**Department of Residential Life**

- Maintained and safe and comfortable living environment for residents through consistent assessment and appropriate intervention when needed, Lord Hall Ground Floor, Approximately 16 Students
- Created and implemented creative activities designed to support total student growth including academic success, appreciating differences and the value of good citizenship
- Offered myself as a role model by ensuring my scholastic achievement.

**Advanced  
Clinical  
Internship**

**Southeastern New Hampshire Services**  
*Second Year of Graduate School, 2009-2010*

**Dover, NH**

- Conducted individual and group counseling sessions while maintaining a caseload of clients
- Developed and delivered psycho-educational lectures on a variety of topics related to recovery from addiction
- Completed all related paperwork, including intake summaries, substance abuse evaluations, individual and curriculum based treatment planning, progress notes, general recordkeeping, correspondence, and discharge summaries
- Participated in clinical supervision, weekly staff meetings, daily group processing and planning sessions, and regular meetings with Drug Court Case Managers, Superior Court Justices, County Attorneys and Probation and Parole Officer.

**Publications**

**Publications and Peer Reviewed Articles**

- Published in the University of New Hampshire's collection of freshman memoirs & essays: Showtime, Transitions, 2004
- Published in the University of New Hampshire online research journal: Cultural Clash and Mismatch Among Minority Students, *Sociological Perspectives*, 2005
- Published in AFFILIA: Journal of Women and Social Work, Stressors and Coping Strategies Used by Single Mothers Living in Poverty, May 2012

## KEY ADMINISTRATIVE PERSONNEL

### NH Department of Health and Human Services

**Vendor Name:** Southeastern NH Alcohol & Drug Abuse Services

**Name of Program/Service:** Southeastern NH Alcohol & Drug Abuse Services

<b>BUDGET PERIOD:</b>			
<b>Name &amp; Title Key Administrative Personnel</b>	<b>Annual Salary of Key Administrative Personnel</b>	<b>Percentage of Salary Paid by Contract</b>	<b>Total Salary Amount Paid by Contract</b>
Sharon Drake, CEO	\$92,700	25.00%	\$23,175.00
Nick Pfeifer, Clinical Director	\$85,000	25.00%	\$21,250.00
Denise Elwart, Controller	\$62,000	25.00%	\$15,500.00
Marco Thompson, Assistant Clinical Director	\$67,000	40.00%	\$26,800.00
	\$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
	\$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
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$86,725.00</b>

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.

Subject: Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST-12)

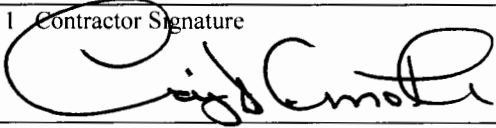
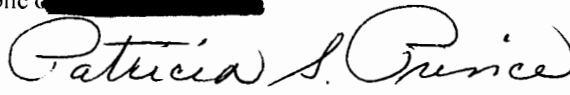
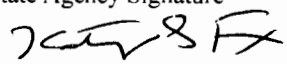
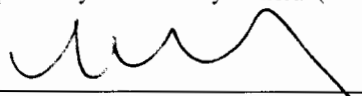
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Community Council of Nashua, N.H. dba/ Greater Nashua Mental Health Center		1.4 Contractor Address 100 West Pearl Street Nashua NH 03060	
1.5 Contractor Phone Number 603-889-6147	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 \$162,000
1.9 Contracting Officer for State Agency E. Maria 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 Craig D. Amoth, President and CEO	
1.13 Acknowledgement: State of NH, County of Hillsborough  On June 1, 2018, 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 <del>and Justice of the Peace</del> [Seal] 		PATRICIA S. PRINCE Notary Public - New Hampshire My Commission Expires July 19, 2022	
1.13.2 Name and Title of Notary or Justice of the Peace Patricia Prince, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katya S. Fox, Director	
Date: 6/1/18			
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: Megan A. York - Attorney 6/8/18			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

**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-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all 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, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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 supersedes 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.

### 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 recovery from alcohol and drug problems. At a minimum, the Contractor must:





Exhibit A

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- 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.
    - 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



Exhibit A

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.

2.4. 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.

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.

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Exhibit A

- 2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.3, 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.
- 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 choses 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 chose:
- 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



Exhibit A

- 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:
      - 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.



Exhibit A

- 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.
- 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



Exhibit A

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- 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
- 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:



Exhibit A

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- 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)
  - 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:



Exhibit A

- 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 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





Exhibit A

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- 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 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:



Exhibit A

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- 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 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



Exhibit A

- 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.
- 2.8.6. 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. 2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness.



Exhibit A

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 Education Tools that include:

2.9.1.4.1. Asses 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:



Exhibit A

- 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.
  - 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.

**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;



Exhibit A

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- 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 8.1.2).
  - 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;
    - 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



Exhibit 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.
- 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. Reserved

#### 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.



Exhibit A

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- 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.
- 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





Exhibit A

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;
  - 6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form"

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6/1/18



Exhibit A

(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
  - 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. 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

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Exhibit A

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:

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.



Exhibit A

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- 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
    - 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.



Exhibit A

**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:
  - 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 541-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:29; 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.



### 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: Addiction 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





### Exhibit A-1 Operational Requirements

- 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;



### Exhibit A-1 Operational Requirements

- 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



### Exhibit A-1 Operational Requirements

- 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.



### Exhibit A-1 Operational Requirements

- 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.
16. Personal Rights.
  - 16.1. 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.
  - 16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:



### Exhibit A-1 Operational Requirements

- 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;
    - 19.1.6. 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;



### Exhibit A-1 Operational Requirements

- 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



### Exhibit A-1 Operational Requirements

- 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.



### Exhibit A-1 Operational Requirements

- 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.





### Exhibit A-1 Operational Requirements

- 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.



### Exhibit A-1 Operational Requirements

- 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.



### Exhibit A-1 Operational Requirements

- 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



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 6, 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 6 Sliding Fee Scale for the client's applicable income level.

CS  
6/1/18



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. Sliding Fee Scale
- 6.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B Section 5 above.
  - 6.2. 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%

*CA*  
 6/1/18





Exhibit B

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

- 6.3. 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.
7. Submitting Charges for Payment
- 7.1. 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:
- 7.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client
  - 7.1.2. 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.
  - 7.1.3. 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.
  - 7.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.
  - 7.1.5. Submit separate batches for each billing month.
- 7.2. 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.
- 7.3. 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.



Exhibit B

8. 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.
9. Funds in this contract may not be used to replace funding for a program already funded from another source.
10. The Contractor will keep detailed records of their activities related to Department funded programs and services.
11. 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.
12. 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.
13. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
  - 13.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
  - 13.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
    - 13.2.1. Make cash payments to intended recipients of substance abuse services.
    - 13.2.2. 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.
    - 13.2.3. 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.
    - 13.2.4. 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.
  - 13.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:



Exhibit B

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**

<b>Service</b>	<b>Contract Rate: Maximum Allowable Charge</b>	<b>Unit</b>
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.



**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 procedures.
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. **Retroactive 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 amounts 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;



- 7.3. 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 (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 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 13166, 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





- 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 affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope 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.



**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 GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

*CA*  
6/1/18



- 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)

440 Amherst Street, Nashua, Hillsborough County, NH, 03063

Check  if there are workplaces on file that are not identified here.

Contractor Name:

Name: Craig D. Amoh  
Title: President and CEO

June 1, 2018

Date



**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
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

Name: Craig D. Amoth  
Title: President and CEO

June 1, 2018

Date

CA

6/1/18



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

Name: Craig D. Amoth  
Title: President and CEO

Jun 1, 2018  
Date



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

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

Contractor Initials CA



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.

June 1, 2018  
Date

Contractor Name:

Name: Craig D. Amoth  
Title: President and CEO

Exhibit G

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

Contractor Initials

Date

6/1/18



**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:

Name: Craig D. Amoth  
Title: President and CEO

June 1, 2018

Date



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.

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6/1/18



Exhibit I

- I. "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 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



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 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



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 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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Exhibit I

- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services  
 The State  
 \_\_\_\_\_  
*[Signature]*  
 Signature of Authorized Representative  
 \_\_\_\_\_  
*[Signature]*  
 Name of Authorized Representative  
 \_\_\_\_\_  
 Director  
 Title of Authorized Representative  
 \_\_\_\_\_  
 6/7/18  
 Date

Community Council of Nashua, NH dba/  
 Greater Nashua Mental Health Center  
 \_\_\_\_\_  
 Name of the Contractor  
 \_\_\_\_\_  
*[Signature]*  
 Signature of Authorized Representative  
 \_\_\_\_\_  
 Craig D. Amoth  
 Name of Authorized Representative  
 \_\_\_\_\_  
 President and CEO  
 Title of Authorized Representative  
 \_\_\_\_\_  
 June 1, 2018  
 Date





**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:

Name: Craig D. Arnoth  
Title: President and CEO

June 1, 2018

Date

Contractor Initials

Date

CA  
6/1/18



**FORM A**

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 081249823
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO                      \_\_\_\_\_ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

\_\_\_\_\_ NO                      \_\_\_\_\_ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

## I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

### A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

## II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open



DHHS Information Security Requirements

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

**A. Retention**

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from





the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doiit/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.



- 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 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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

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

**VI. PERSONS TO CONTACT**

- A. DHHS 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

DHHSPrivacy.Officer@dhhs.nh.gov

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# State of New Hampshire

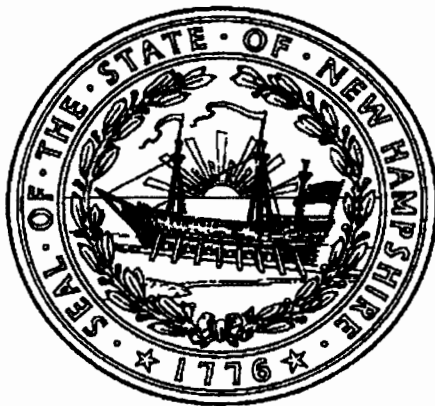
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GREATER NASHUA MENTAL HEALTH CENTER AT COMMUNITY COUNCIL is a New Hampshire Trade Name registered to transact business in New Hampshire on October 21, 2008. 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: **604020**

Certificate Number: **0004103114**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 31st day of May A.D. 2018.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Tanya L. Spony, Esquire, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Member of Community Council of Nashua, NH dba/ Greater Nashua Mental Health Center.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Members of  
the Agency duly held on June 1 2018:  
(Date)

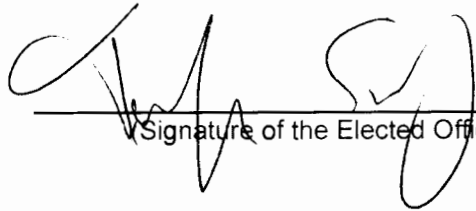
**RESOLVED:** That the President and CEO  
(Title of Contract Signatory)

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 1st day of June, 2018.  
(Date Contract Signed)

4. Craig D. Amoth is the duly elected President and CEO  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

  
\_\_\_\_\_  
(Signature of the Elected Officer)

STATE OF New Hampshire

County of Hillsborough

The forgoing instrument was acknowledged before me this 1st day of June, 2018.

By Tanya L. Spony, Esquire  
(Name of Elected Officer of the Agency)

  
\_\_\_\_\_  
(Notary Public/Judge of the Peace)

(NOTARY SEAL)

Commission Expires: **PATRICIA S. PRINCE**  
**Notary Public - New Hampshire**  
**My Commission Expires July 19, 2022**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/12/2018

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

<b>PRODUCER</b> Eaton & Berube Insurance Agency, Inc. 11 Concord Street Nashua NH 03061		<b>CONTACT NAME:</b> Cathy Beauregard	
		<b>PHONE (A/C, No, Ext):</b> 603-689-7229	<b>FAX (A/C, No):</b> 603-886-4230
		<b>E-MAIL ADDRESS:</b> cbeauregard@eatonberube.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		<b>INSURER A :</b> Scottsdale Insurance Co	
		<b>INSURER B :</b> Selective Insurance Group	14376
		<b>INSURER c :</b> Eastern Alliance Insurance Group	
		<b>INSURER D :</b>	
		<b>INSURER E :</b>	
		<b>INSURER F :</b>	

**INSURED** COMCO3  
Community Council of Nashua NH Inc.  
dba Greater Nashua Mental Health Center  
at Community Council  
100 West Pearl Street  
Nashua NH 03060

**COVERAGES                                      CERTIFICATE NUMBER: 958654520                                      REVISION NUMBER:**

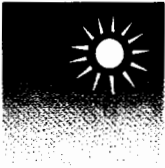
**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			OPS0068508	11/12/2017	11/12/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: \$
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			314766	11/12/2017	11/12/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMS0028118	11/12/2017	11/12/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 OTHER: \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A	010000113959	1/15/2018	1/15/2019	<input checked="" type="checkbox"/> PER STATUTE OTHER: \$ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Claims Made Retro Date: 11/12/1986			OPS0068508	11/12/2017	11/12/2018	\$5,000,000 \$5,000,000 Each Claim Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Workers Compensation Information: No Excluded officers; coverage for NH.

**CERTIFICATE HOLDER                                      CANCELLATION**

NH DHHS 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 <i>Theresa P. Berube</i>
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# Greater Nashua Mental Health Center

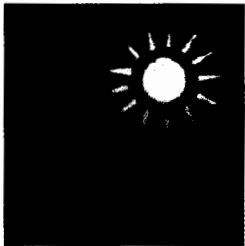
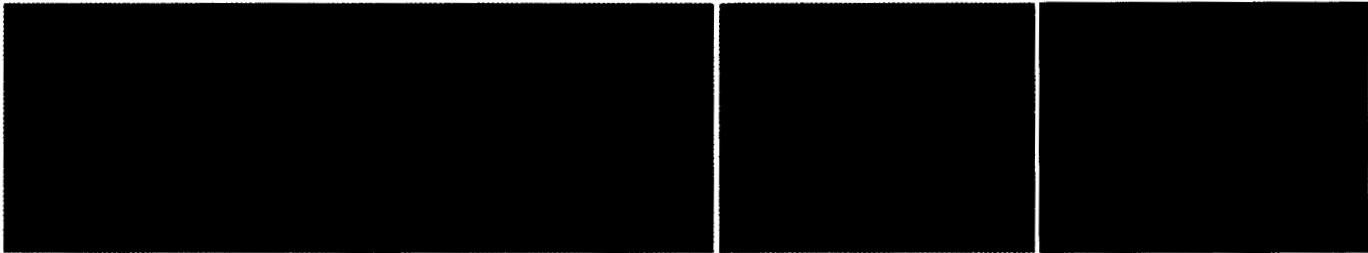
*at Community Council*

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## **Mission Statement**

Greater Nashua Mental Health Center has as its mission: empowering people to lead full and satisfying lives through effective treatment and support.





**FINANCIAL STATEMENTS**

**June 30, 2017 and 2016**

**With Independent Auditor's Report**







Board of Directors  
The Community Council of Nashua, NH  
d/b/a Greater Nashua Mental Health Center

We have audited the financial statements of The Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center (the Organization) as of and for the year ended June 30, 2017. Professional standards require that we communicate to you the following information related to our audit.

#### **Our Responsibility under U.S. Generally Accepted Auditing Standards**

As stated in our engagement letter dated June 26, 2017, our responsibility, as described by professional standards, is to express an opinion about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles (U.S. GAAP). Our audit of the financial statements does not relieve you or management of your responsibilities.

As part of the audit, we considered the internal control of the Organization. Such considerations were solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

#### **Qualitative Aspects of Accounting Practices**

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Organization are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year ended June 30, 2017.

We noted no transactions entered into by the Organization during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were:

- Note 2 – Program service fees and concentrations of credit risk
- Note 6 – Endowment
- Note 8 – Commitments and contingencies

The financial statement disclosures are neutral, consistent and clear.

### **Management Judgments and Accounting Estimates**

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

- Management's estimate of the allowance for uncollectible accounts based on historical collectability by major payer source;
- Management's estimate of depreciation expense on property and equipment based on the estimated useful lives of assets;
- Management's estimate of the cost allocations based on time spent between location and function;
- Management's estimate of accrued revenues based on budgeted client services approved by Medicaid but unbilled at year-end.

We have evaluated the key factors and assumptions used to develop these estimates to satisfy ourselves of their reasonableness in relation to the financial statements as a whole.

### **Difficulties Encountered in Performing the Audit**

We encountered no significant difficulties in dealing with management in performing and completing our audit.

### **Corrected and Uncorrected Misstatements**

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the consolidated financial statements taken as a whole.

The attached schedule identifies uncorrected misstatements of the financial statements. Management has determined the effects of the uncorrected misstatements to be immaterial, individually and in the aggregate, to the financial statements taken as a whole.

### **Disagreements with Management**

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

### **Management Representations**

We have requested certain representations from management that are included in the management representation letter dated October 25, 2017.

### **Management Consultations with Other Independent Accountants**

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Organization's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

### **Other Audit Findings or Issues**

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Organization's auditor. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

## **INTERNAL CONTROL MATTERS**

In planning and performing our audit of the financial statements of the Organization as of and for the year ended June 30, 2017, in accordance with U.S. generally accepted auditing standards, we considered the Organization's internal control as a basis for designing auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we identified a certain deficiency in internal control that we considered to be a significant deficiency.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the Organization's financial statements will not be prevented, or detected and corrected, on a timely basis. We did not identify any deficiencies in internal control that we consider to be material weaknesses.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the following deficiency in the Organization's internal control to be significant deficiency:

**Endowment Funds Spending Policy**

As a result of our testing surrounding endowment funds, we noted the Organization does not properly accumulate earnings on permanently restricted funds and appropriate those funds on an annual basis through a spending policy. The State of New Hampshire has adopted the Uniform Prudent Management of Institutional Funds Act, known as UPMIFA. New Hampshire UPMIFA states the appropriation for expenditure in any year of any amount greater than 7 percent of the fair market value of an endowment fund, calculated on the basis of fair market value determined at least quarterly and averaged over a period of not less than 3 years immediately preceding the year in which the appropriation for expenditure was made creates a rebuttable presumption of imprudence. We recommend the Organization establish a formalized spending policy pertaining to endowment funds at a percentage the Board determines to be prudent.

**Management's Response**

While GNMHC has in place a comprehensive investment policy, we agree that no formal spending policy exists within the current investment policy. The agency will bring this suggestion forward to both the Board of Trustees and the Trustees for our endowment for consideration.

Management's written response above has not been subjected to the audit procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

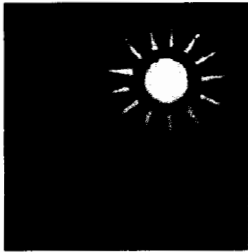
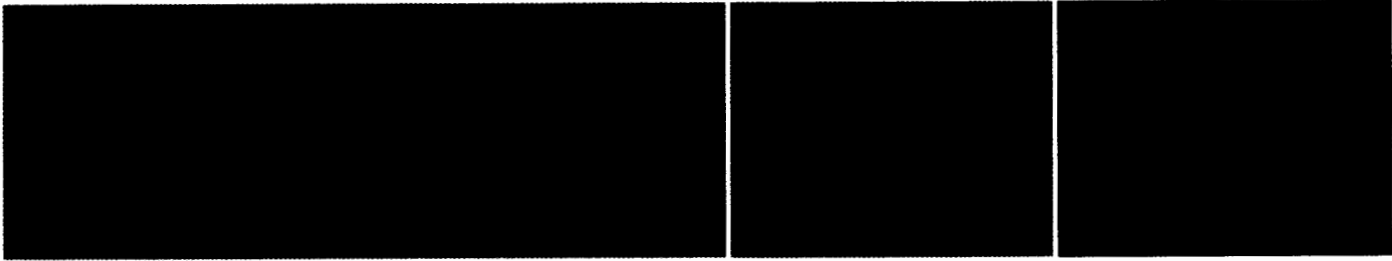
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We sincerely appreciate the cooperation, courtesy, and working environment provided our personnel by management and the employees of the Organization during the engagement. We have previously discussed the comments and suggestions contained herein with management, and we will be pleased to discuss them further at your request.

This communication is intended solely for the information and use of the Board of Directors and management of the Organization and is not intended to be, and should not be, used by anyone other than these specified parties.

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
October 25, 2017



**FINANCIAL STATEMENTS**

**June 30, 2017 and 2016**

**With Independent Auditor's Report**





## INDEPENDENT AUDITOR'S REPORT

Board of Directors

The Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center

We have audited the accompanying financial statements of The Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center (the Organization), which comprise the statement of financial position as of June 30, 2017, and the related statements of activities and changes in net assets, functional revenue and expenses and cash flows for the year then ended, and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

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

### **Auditor's Responsibility**

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

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

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

### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization, as of June 30, 2017, and the changes in its net assets and its cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

**Other Matter**

*Report on Summarized Comparative Information and Audit of the Financial Statements as of and for the Year Ended June 30, 2016*

The financial statements of the Organization as of and for the year ended June 30, 2016 were audited by other auditors whose report dated January 13, 2017, expressed an unmodified opinion on those statements. The summarized comparative information presented herein as of and for the year ended June 30, 2016, is consistent in all material respects with the audited financial statements from which it has been derived.

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
October 25, 2017

**THE COMMUNITY COUNCIL OF NASHUA, NH  
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

**Statement of Financial Position**

**June 30, 2017**

**(With Comparative Totals for June 30, 2016)**

	<u>2017</u>	<u>2016</u>
<b>ASSETS</b>		
Cash and cash equivalents	\$ 744,554	\$ 616,569
Accounts receivable, net of allowance for doubtful accounts and contractuals of \$1,220,072 in 2017 and \$2,470,551 in 2016	1,325,615	1,227,692
Investments	1,732,916	1,668,831
Prepaid expenses	191,365	165,761
Property and equipment, net	<u>2,830,369</u>	<u>2,945,707</u>
Total assets	<u>\$ 6,824,819</u>	<u>\$ 6,624,560</u>
<b>LIABILITIES AND NET ASSETS</b>		
<b>Liabilities</b>		
Line of credit	\$ 248,224	\$ 1,000,000
Accounts payable and accrued expenses	104,015	94,303
Accrued payroll and related activities	361,457	313,330
Accrued vacation	315,145	323,840
Deferred revenue	-	206,580
Notes payable	1,641,114	1,728,828
Capital lease obligation	<u>37,304</u>	<u>72,386</u>
Total liabilities	<u>2,707,259</u>	<u>3,739,267</u>
<b>Net assets</b>		
Unrestricted	3,867,763	2,714,890
Temporarily restricted	129,553	71,810
Permanently restricted	<u>120,244</u>	<u>98,593</u>
Total net assets	<u>4,117,560</u>	<u>2,885,293</u>
Total liabilities and net assets	<u>\$ 6,824,819</u>	<u>\$ 6,624,560</u>

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The accompanying notes are an integral part of these financial statements.



**THE COMMUNITY COUNCIL OF NASHUA, NH  
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

**Statement of Activities and Changes in Net Assets**

**Year Ended June 30, 2017  
(With Comparative Totals for Year Ended June 30, 2016)**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2017</u>	<u>2016</u>
Revenues and support					
Program service fees, net	\$ 10,917,069	\$ -	\$ -	\$ 10,917,069	\$ 10,124,641
New Hampshire Bureau of Behavioral Health	1,273,645	-	-	1,273,645	1,038,848
Federal grants	628,694	-	-	628,694	464,276
Rental income	18,347	-	-	18,347	40,494
Contribution and support	97,510	-	-	97,510	84,880
Other	<u>12,922</u>	<u>-</u>	<u>-</u>	<u>12,922</u>	<u>35,226</u>
Total revenues and support	<u>12,948,187</u>	<u>-</u>	<u>-</u>	<u>12,948,187</u>	<u>11,788,365</u>
Expenses					
Program services					
Children's services	1,598,231	-	-	1,598,231	2,005,667
Elderly services	582,887	-	-	582,887	535,282
Intake/placement services	161,959	-	-	161,959	90,594
Crisis response	183,574	-	-	183,574	204,951
Vocational services	3,151	-	-	3,151	221,745
Nonspecialized outpatient	597,290	-	-	597,290	1,062,164
Multi-service team	4,394,118	-	-	4,394,118	3,960,815
Assertive community treatment	1,262,217	-	-	1,262,217	973,342
Independent housing	215,020	-	-	215,020	871,049
Substance abuse	-	-	-	-	458,675
Other	<u>719,080</u>	<u>-</u>	<u>-</u>	<u>719,080</u>	<u>474,376</u>
Total program services	9,717,527	-	-	9,717,527	10,858,660
General and administrative	<u>2,104,472</u>	<u>-</u>	<u>-</u>	<u>2,104,472</u>	<u>1,388,975</u>
Total expenses	11,821,999	-	-	11,821,999	12,247,635
Income (loss) from operations	<u>1,126,188</u>	<u>-</u>	<u>-</u>	<u>1,126,188</u>	<u>(459,270)</u>
Other income					
Investment income, net	23,549	3,285	473	27,307	36,680
Realized and unrealized gains on investments	<u>67,933</u>	<u>9,476</u>	<u>1,363</u>	<u>78,772</u>	<u>21,008</u>
Total other income	<u>91,482</u>	<u>12,761</u>	<u>1,836</u>	<u>106,079</u>	<u>57,688</u>
Excess (deficiency) of revenues, and support and other income over expenses	1,217,670	12,761	1,836	1,232,267	(401,582)
Reclassification of net assets	<u>(64,797)</u>	<u>44,982</u>	<u>19,815</u>	<u>-</u>	<u>-</u>
Total change in net assets	1,152,873	57,743	21,651	1,232,267	(401,582)
Net assets, beginning of year	<u>2,714,890</u>	<u>71,810</u>	<u>98,593</u>	<u>2,885,293</u>	<u>3,286,875</u>
Net assets, end of year	<u>\$ 3,867,763</u>	<u>\$ 129,553</u>	<u>\$ 120,244</u>	<u>\$ 4,117,560</u>	<u>\$ 2,885,293</u>

The accompanying notes are an integral part of these financial statements.

THE COMMUNITY COUNCIL OF NASHUA, NH D/B/A GREATER NASHUA MENTAL HEALTH CENTER

Statement of Functional Revenues and Expenses

Year Ended June 30, 2017

	Children and Adolescents	Elderly Services	Intake	Emergency Services Assessment	Vocational Services	Non- Specialized Outpatient	Multiservice Team	Assertive Community Treatment	Independent Housing	Other	Total Programs	Total Administration	Total Agency
Program service fees, net	\$ 2,503,069	\$ 838,124	\$ 55,502	\$ 165,912	\$ -	\$ 653,518	\$ 5,221,395	\$ 1,268,675	\$ (5,744)	\$ 226,728	\$ 10,917,069	\$ -	\$ 10,917,069
New Hampshire Bureau of Behavioral Health	5,739	-	-	61,907	-	-	367,712	643,910	182,920	11,457	1,273,645	-	1,273,645
Federal grant	-	-	-	-	-	-	40,297	-	31,658	546,701	618,656	10,038	628,694
Rental income	-	-	-	-	-	-	-	-	18,347	-	18,347	-	18,347
Contribution and support	1,500	-	-	-	-	-	422	-	-	1,190	3,112	94,398	97,510
Other	-	-	-	-	2,210	-	1	-	-	7,595	9,806	109,195	119,001
	<u>2,510,298</u>	<u>838,124</u>	<u>55,502</u>	<u>217,819</u>	<u>2,210</u>	<u>653,518</u>	<u>5,629,827</u>	<u>1,912,485</u>	<u>227,181</u>	<u>793,671</u>	<u>12,840,635</u>	<u>213,631</u>	<u>13,054,266</u>
General and administrative allocation	<u>42,322</u>	<u>1,499</u>	<u>993</u>	<u>3,897</u>	<u>40</u>	<u>11,691</u>	<u>100,714</u>	<u>34,213</u>	<u>4,064</u>	<u>14,198</u>	<u>213,631</u>	<u>(213,631)</u>	<u>-</u>
Total revenue and support and other income	<u>\$ 2,552,620</u>	<u>\$ 839,623</u>	<u>\$ 56,496</u>	<u>\$ 221,716</u>	<u>\$ 2,250</u>	<u>\$ 665,209</u>	<u>\$ 5,730,541</u>	<u>\$ 1,946,698</u>	<u>\$ 231,245</u>	<u>\$ 807,869</u>	<u>\$ 13,054,266</u>	<u>\$ -</u>	<u>\$ 13,054,266</u>

**THE COMMUNITY COUNCIL OF NASHUA, NH D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

**Statement of Functional Revenues and Expenses (Concluded)**

**Year Ended June 30, 2017**

	<u>Children and Adolescents</u>	<u>Elderly Services</u>	<u>Intake</u>	<u>Emergency Services Assessment</u>	<u>Vocational Services</u>	<u>Non- Specialized Outpatient</u>	<u>Multiservice Team</u>	<u>Assertive Community Treatment</u>	<u>Independent Housing</u>	<u>Other</u>	<u>Total Programs</u>	<u>Total Administration</u>	<u>Total Agency</u>
Total revenue and support and other income	\$ 2,552,620	\$ 839,623	\$ 56,495	\$ 221,716	\$ 2,250	\$ 665,209	\$ 5,730,541	\$ 1,946,698	\$ 231,245	\$ 807,869	\$ 13,054,266	\$ -	\$ 13,054,266
Expenses													
Salaries and wages	1,135,668	394,733	124,553	161,597	2,817	336,729	2,849,142	825,038	56,599	522,877	6,399,753	1,144,197	7,543,950
Employee benefits	130,945	42,458	13,948	1,214	-	7,808	359,473	147,480	17,681	45,931	766,938	222,509	989,447
Payroll taxes	83,072	28,908	9,470	11,450	217	25,432	206,464	60,183	3,904	39,127	468,227	81,412	549,639
Substitute staff	4,268	1,038	294	412	-	772	11,128	1,343	-	808	20,053	22,917	42,970
Accounting	8	1	-	-	-	1	13	1	-	1	26	54,495	54,520
Audit fees	4,729	1,104	375	239	-	810	12,162	1,133	-	915	21,467	8,920	30,387
Legal fees	1,429	354	92	164	-	265	5,833	1,962	-	269	10,368	10,386	20,754
Other professional fees	41,974	59,295	2,626	3,205	-	162,409	383,348	42,600	-	48,071	743,528	25,814	769,342
Journals and publications	55	13	4	4	-	10	142	16	-	10	263	69	322
Conferences	776	590	7	5	-	191	770	1,587	-	2,759	6,685	2,118	8,803
Rent	(289)	(73)	(23)	(22)	-	(54)	(797)	(104)	-	2,941	1,579	-	1,579
Heating costs	3,135	787	208	358	-	588	8,364	1,135	-	600	15,175	6,549	21,724
Other utilities	15,387	3,901	1,159	1,373	-	2,893	42,114	5,583	84	3,087	75,581	20,798	96,379
Maintenance and repairs	17,707	4,477	1,298	1,679	-	3,327	48,184	46,982	-	3,516	127,170	28,368	155,538
Other occupancy costs	4,323	1,050	302	403	-	781	11,347	1,339	-	822	20,367	11,729	32,096
Office	10,283	2,651	600	1,108	117	2,298	32,394	11,372	-	9,912	70,735	24,160	94,895
Building and household	4,879	1,234	357	464	-	917	13,280	1,770	-	4,275	27,176	6,536	33,812
Food	669	164	55	107	-	121	2,018	716	-	315	4,155	4,790	8,945
Advertising	157	21	29	(54)	-	511	364	(81)	-	37	974	1,246	2,220
Printing	644	156	33	34	-	429	3,929	418	-	565	6,208	2,026	8,234
Communication	22,997	8,162	1,382	3,310	-	3,905	74,482	23,120	723	6,609	144,690	29,353	174,043
Postage	1,689	431	137	122	-	318	4,702	614	-	349	8,362	2,263	10,625
Staff	18,978	14,384	174	467	-	971	111,048	22,014	192	8,770	176,998	9,264	186,262
Client services	6,832	32	-	-	-	-	1,171	42,140	135,837	2,781	188,793	100	188,893
Malpractice insurance	27,241	5,909	2,065	2,391	-	5,122	74,665	9,885	-	5,480	133,768	36,589	170,347
Vehicle insurance	652	165	49	59	-	123	1,785	237	-	131	3,201	882	4,083
Property and liability insurance	9,818	2,489	739	877	-	1,846	26,866	3,562	-	1,969	48,166	13,251	61,417
Interest	-	-	-	-	-	847	-	-	-	-	847	108,027	108,874
Depreciation	20,306	-	-	-	-	31,734	33,701	-	-	-	85,741	160,152	245,893
Equipment rental	5,210	1,321	393	463	-	979	14,263	1,890	-	1,046	25,565	7,909	33,474
Equipment maintenance	618	155	40	72	-	116	1,641	223	-	117	2,982	10,487	13,469
Membership dues	6,517	1,781	364	652	-	1,976	14,904	2,047	-	1,683	29,924	13,228	43,152
Other	17,474	4,196	1,229	1,531	-	3,115	45,218	6,013	-	3,307	82,083	33,828	115,911
Total program expenses	1,598,231	582,887	161,959	183,574	3,151	597,290	4,394,118	1,262,217	215,020	719,080	9,717,527	2,104,472	11,821,999
General and administrative	405,565	113,432	30,354	48,717	1	99,062	1,084,170	192,672	8,422	122,077	2,104,472	(2,104,472)	-
Total expenses	2,003,796	696,319	192,313	232,291	3,152	696,352	5,478,288	1,454,889	223,442	841,157	11,821,999	-	11,821,999
Change in net assets	\$ 548,824	\$ 143,304	\$ (135,818)	\$ (10,575)	\$ (902)	\$ (31,143)	\$ 252,253	\$ 491,809	\$ 7,803	\$ (33,288)	\$ 1,232,267	\$ -	\$ 1,232,267

**THE COMMUNITY COUNCIL OF NASHUA, NH  
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

**Statement of Cash Flows**

**Year Ended June 30, 2017  
(With Comparative Totals for Year Ended June 30, 2016)**

	<u>2017</u>	<u>2016</u>
Cash flows from operating activities		
Change in net assets	\$ 1,232,267	\$ (401,582)
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities		
Depreciation and amortization	246,740	232,086
Net realized and unrealized gains on investments	(78,772)	(21,008)
Provision for bad debt	1,106,441	601,695
Changes in operating assets and liabilities		
Accounts receivable	(1,204,364)	(965,307)
Prepaid expenses	(25,604)	(121,418)
Accounts payable and accrued expenses	9,712	159,479
Accrued payroll and related expenses and vacation	39,432	102,407
Deferred revenue	<u>(206,580)</u>	<u>206,580</u>
Net cash provided (used) by operating activities	<u>1,119,272</u>	<u>(207,068)</u>
Cash flows from investing activities		
Purchases of investments	(536,716)	(792,603)
Proceeds from the sale of investments	551,403	979,391
Purchase of property and equipment	<u>(130,555)</u>	<u>(99,066)</u>
Net cash (used) provided by investing activities	<u>(115,868)</u>	<u>87,722</u>
Cash flows from financing activities		
Net (repayment) borrowings on the line of credit	(751,776)	300,000
Principal payments on notes payable	(88,561)	(89,439)
Proceeds from long-term borrowings	-	41,467
Payments on capital lease obligations	<u>(35,082)</u>	<u>(29,325)</u>
Net cash (used) provided by financing activities	<u>(875,419)</u>	<u>222,703</u>
Net increase in cash and cash equivalents	127,985	103,357
Cash and cash equivalents, beginning of year	<u>616,569</u>	<u>513,212</u>
Cash and cash equivalents, end of year	<u>\$ 744,554</u>	<u>\$ 616,569</u>

**THE COMMUNITY COUNCIL OF NASHUA, NH  
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

**Notes to Financial Statements**

**June 30, 2017**

**(With Comparative Totals for June 30, 2016)**

**Organization**

The Community Council of Nashua, NH, d/b/a Greater Nashua Mental Health Center (the Organization) is a comprehensive community health center located in Nashua, New Hampshire. The Organization's mission is to work with the community to meet the mental health needs of its residents by offering evaluation, treatment, resource development, education and research. The Organization is dedicated to clinical excellence and advocacy with their Community Support Services, Child and Adolescent Programs, Clinical Research and Integrated HealthCare Programs, Adult Outpatient Services, and specialty services such as Housing, Deaf Services, Substance Abuse Program, Vocational Services and Individual and Group Therapy.

**1. Summary of Significant Accounting Policies**

**Use of Estimates**

The preparation of financial statements in conformity with U.S. generally accepted accounting principles (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Basis of Presentation**

Net assets and revenues, expenses, gains and losses are classified as follows:

Unrestricted net assets - Net assets that are not subject to donor-imposed stipulations.

Temporarily restricted net assets - Net assets subject to donor-imposed stipulations that may be or will be met by actions of the Organization and/or the passage of time. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the consolidated statement of activities as net assets released from restrictions.

Permanently restricted net assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization.

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as temporarily restricted or permanently restricted support that increases those net asset classes. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as unrestricted support in the year of the gift.

**THE COMMUNITY COUNCIL OF NASHUA, NH  
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

**Notes to Financial Statements**

**June 30, 2017  
(With Comparative Totals for June 30, 2016)**

The Organization reports contributions of land, buildings or equipment as unrestricted support, unless a donor places explicit restriction on their use. Contributions of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted support and reclassified to unrestricted net assets when the assets are acquired and placed in service.

The financial statements include certain prior year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with GAAP. Accordingly, such information should be read in conjunction with the Organization's June 30, 2016 financial statements, from which the summarized information was derived.

**Cash and Cash Equivalents**

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding assets limited as to use.

The Organization has cash deposits in major financial institutions which may exceed federal depository insurance limits. The Organization has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

**Accounts Receivable**

Accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectibility of accounts receivable, the Organization monitors the amount of actual cash collected during each month against the Organization's outstanding patient accounts receivable balances, as well as the aging of balances. The Organization analyzes its past history and identifies trends for each of its major payer sources of revenue to estimate the appropriate allowance for uncollectible accounts and provision for bad debts. Management, as well as the Finance Committee of the Organization, regularly reviews the aging and collection rate of major payer sources.

**Investments**

Investments in marketable securities and debt instruments with readily determined market values are carried at fair value. Fair values are based on quoted market prices, if available, or estimated using quoted market prices for similar securities.

Dividends, interest, net realized and unrealized gains (losses) arising from investments are reported as follows:

- Increases (decreases) in permanently restricted net assets if the terms of the gift require that they be maintained with the corpus of a permanent endowment fund;

**THE COMMUNITY COUNCIL OF NASHUA, NH  
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

**Notes to Financial Statements**

**June 30, 2017  
(With Comparative Totals for June 30, 2016)**

- Increases (decreases) in temporarily restricted net assets if the terms of the gift or state law impose restrictions on the use of the allocated investment income (loss); and
- Increases (decreases) in unrestricted net assets in all other cases.

**Property and Equipment**

Property and equipment are carried at cost, if purchased, or at estimated fair value at date of donation in the case of gifts, less accumulated depreciation. The Organization's policy is to capitalize assets greater than \$5,000, while minor maintenance and repairs are charged to expense as incurred. Depreciation is recorded using the straight-line method over the following estimated lives as follows:

Furniture & Equipment	3-10 years
Buildings and improvements	15-50 years
Computer equipment and software	3-10 years
Vehicles	5 years

**Functional Allocation of Expenses**

The costs of providing various programs and other activities have been summarized on a functional basis in the statements of functional expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

**Income Taxes**

The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. There was no unrelated business income tax incurred by the Organization for the years ended June 30, 2017 and 2016. Management has evaluated the Organization's tax positions and concluded the Organization has maintained its tax-exempt status, does not have any significant unrelated business income and has taken no uncertain tax positions that require adjustment to, or disclosure within, the accompanying financial statements.

**Reclassifications**

Certain amounts in the 2016 financial statements have been reclassified to conform to the current year's presentation.

**Subsequent Events**

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through October 25, 2017, which is the date that the financial statements were available to be issued.

**THE COMMUNITY COUNCIL OF NASHUA, NH  
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

**Notes to Financial Statements**

**June 30, 2017  
(With Comparative Totals for June 30, 2016)**

**2. Program Service Fees and Concentrations of Credit Risk**

Program service fees are charged at established rates and recognized as services are rendered. The State of New Hampshire has implemented payment reform in which certain patients covered under Medicaid were transitioned to coverage under a managed care system. Discounts, allowances and other arrangements for services provided at other than established rates are recorded as an offset to program service fees. Net revenues from managed care represented approximately 74% and 65% of the Organization's net program service fees for 2017 and 2016, respectively. Net revenues from the Medicaid program accounted for approximately 17% and 20% of the Organization's net program service fees for 2017 and 2016, respectively.

An estimated breakdown of program service fees, net of the provision for bad debt, capitation adjustments and contractual allowances, recognized in 2017 and 2016 from those major sources is as follows:

	<u>2017</u>	<u>2016</u>
Private pay	\$ 1,070,603	\$ 874,132
Commercial insurance	322,958	290,898
Medicaid	2,546,817	2,781,132
Medicare	1,301,991	1,408,343
Other payers	438,909	393,704
Managed Care	<u>12,886,961</u>	<u>9,705,698</u>
	<u>18,568,239</u>	<u>15,453,907</u>
Less: Contractual allowances	(3,092,460)	(3,437,775)
Capitation adjustments	(3,452,269)	(1,289,796)
Provision for bad debt	<u>(1,106,441)</u>	<u>(601,695)</u>
	<u>(7,651,170)</u>	<u>(5,329,266)</u>
Program service fees, net	<u>\$ 10,917,069</u>	<u>\$ 10,124,641</u>

The increase in bad debt expense in 2017 as compared to 2016 is primarily due to collection trends.



**THE COMMUNITY COUNCIL OF NASHUA, NH  
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

**Notes to Financial Statements**

**June 30, 2017  
(With Comparative Totals for June 30, 2016)**

The Organization grants credit without collateral to its patients, most of whom are insured under third-party payer agreements. Following is a summary of gross accounts receivable by funding source as of June 30:

	<u>2017</u>	<u>2016</u>
Private pay	61 %	77 %
Blue Cross/Blue Shield	1	1
Medicaid	23	7
Medicare	5	4
Other	3	1
Managed care	<u>7</u>	<u>10</u>
	<u>100 %</u>	<u>100 %</u>

**3. Investments**

Investments, which are reported at fair value, consist of the following at June 30:

	<u>2017</u>	<u>2016</u>
Common stocks	\$ 558,516	\$ 488,444
Mutual funds	718,546	704,816
U.S. Treasury bonds	343,841	294,900
Corporate bonds	24,062	58,122
Mortgage backed securities	<u>87,951</u>	<u>122,549</u>
	<u>\$ 1,732,916</u>	<u>\$ 1,668,831</u>

The Organization's investments are subject to various risks, such as interest rate, credit and overall market volatility, which may substantially impact the values of investments at any given time.

**4. Fair Value of Financial Instruments**

Financial Accounting Standards Board Accounting Standards Codification (ASC) Topic 820, *Fair Value Measurement*, defines fair value as the exchange price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

**THE COMMUNITY COUNCIL OF NASHUA, NH  
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

**Notes to Financial Statements**

**June 30, 2017  
(With Comparative Totals for June 30, 2016)**

The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

- Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.
- Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.
- Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The following table sets forth by level, within the fair value hierarchy, the Organization's assets measured at fair value on a recurring basis as of June 30:

	<u>2017</u>		
	<u>Level 1</u>	<u>Level 2</u>	<u>Total</u>
<u>Investments</u>			
Common stock	\$ 558,516	\$ -	\$ 558,516
Mutual funds	718,546	-	718,546
U.S. Treasury bonds	343,841	-	343,841
Corporate bonds	-	24,062	24,062
Mortgage-backed securities	<u>87,951</u>	<u>-</u>	<u>87,951</u>
	<u>\$ 1,708,854</u>	<u>\$ 24,062</u>	<u>\$ 1,732,916</u>
	<u>2016</u>		
	<u>Level 1</u>	<u>Level 2</u>	<u>Total</u>
<u>Investments</u>			
Common stock	\$ 488,444	\$ -	\$ 488,444
Mutual funds	704,816	-	704,816
U.S. Treasury bonds	294,900	-	294,900
Corporate bonds	-	58,122	58,122
Mortgage-backed securities	<u>122,549</u>	<u>-</u>	<u>122,549</u>
	<u>\$ 1,610,709</u>	<u>\$ 58,122</u>	<u>\$ 1,668,831</u>

The fair value for Level 2 assets is primarily based on market prices of comparable or underlying securities, interest rates, and credit risk, using the market approach for the Organization's investments.

**THE COMMUNITY COUNCIL OF NASHUA, NH  
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

**Notes to Financial Statements**

**June 30, 2017  
(With Comparative Totals for June 30, 2016)**

**5. Property And Equipment**

Property and equipment consists of the following:

	<u>2017</u>	<u>2016</u>
Land, buildings and improvements	\$ 4,983,891	\$ 4,904,730
Furniture and equipment	263,330	232,803
Computer equipment	230,567	209,699
Software	660,917	660,917
Vehicles	<u>32,766</u>	<u>32,766</u>
	6,171,471	6,040,915
Less accumulated depreciation	<u>(3,341,102)</u>	<u>(3,095,208)</u>
Property and equipment, net	<u>\$ 2,830,369</u>	<u>\$ 2,945,707</u>

**6. Endowment**

The Organization's endowment primarily consists of funds established for certain programs provided by the Organization. Its endowment includes both donor-restricted endowment funds and funds designated by the Board of Directors to function as endowments. As required by U.S. GAAP, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

**Interpretation of Relevant Law**

The Organization has interpreted the State of New Hampshire Uniform Prudent Management of Institutional Funds Act (the Act), which became effective July 1, 2008, as requiring the preservation of the contributed value of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as permanently restricted net assets (1) the original value of gifts donated to the permanent endowment, (2) the original value of subsequent gifts to the permanent endowment, and (3) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. If the donor-restricted endowment assets earn investment returns beyond the amount necessary to maintain the endowment assets' real value, that excess is available for appropriation and, therefore, classified as temporarily restricted net assets until appropriated by the Board of Trustees for expenditure. Funds designated by the Board of Directors to function as endowments are classified as unrestricted net assets.

**THE COMMUNITY COUNCIL OF NASHUA, NH  
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

**Notes to Financial Statements**

**June 30, 2017  
(With Comparative Totals for June 30, 2016)**

In accordance with the Act, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the fund;
- (2) The purposes of the organization and the donor-restricted endowment fund;
- (3) General economic conditions;
- (4) The possible effect of inflation and deflation;
- (5) The expected total return from income and the appreciation of investments;
- (6) Other resources of the organization; and
- (7) The investment policies of the organization.

**Return Objectives and Risk Parameters**

The Organization has adopted investment policies, approved by the Board of Directors, for endowment assets that attempt to maintain the purchasing power of those endowment assets over the long term. Accordingly, the investment process seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable levels of risk. Endowment assets are invested in a well-diversified asset mix, which includes equity and debt securities, that is intended to result in a consistent inflation-protected rate of return that has sufficient liquidity to make an annual distribution of accumulated interest and dividend income to be reinvested or used as needed, while growing the funds if possible. Actual returns in any given year may vary from this amount. Investment risk is measured in terms of the total endowment fund; investment assets and allocation between asset classes and strategies are managed to reduce the exposure of the fund to unacceptable levels of risk.

**Spending Policy**

Currently, the Organization does not have a written spending policy approved by its Board of Directors. Historically, the Organization has appropriated for distribution the accumulated interest and dividend income on the investment funds. The Organization considers the long-term expected return on its investment assets, the nature and duration of the individual endowment funds, many of which must be maintained in perpetuity because of donor restrictions, and the possible effects of inflation.

**THE COMMUNITY COUNCIL OF NASHUA, NH  
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

**Notes to Financial Statements**

**June 30, 2017  
(With Comparative Totals for June 30, 2016)**

**Endowment Composition and Changes in Endowment**

The endowment net asset composition by type of fund as of June 30, 2017, were as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Donor-restricted endowment funds	\$ -	\$ 129,553	\$ 120,244	\$ 249,797
Board-designated endowment funds	<u>1,526,011</u>	-	-	<u>1,526,011</u>
	<u>\$ 1,526,011</u>	<u>\$ 129,553</u>	<u>\$ 120,244</u>	<u>\$ 1,775,808</u>

The changes in endowment net assets for the year ended June 30, 2017, were as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, June 30, 2016	1,539,326	71,810	98,593	1,709,729
Investment return				
Investment income	37,416	5,219	751	43,386
Net appreciation	67,933	9,476	1,363	78,772
Investment fees	<u>(13,867)</u>	<u>(1,934)</u>	<u>(278)</u>	<u>(16,079)</u>
Total investment return	91,482	12,761	1,836	106,079
Appropriation of endowment assets for expenditure	(40,000)	-	-	(40,000)
Reclassifications of net assets	<u>(64,797)</u>	<u>44,982</u>	<u>19,815</u>	<u>-</u>
Endowment net assets, June 30, 2017	<u>\$ 1,526,011</u>	<u>\$ 129,553</u>	<u>\$ 120,244</u>	<u>\$ 1,775,808</u>

**THE COMMUNITY COUNCIL OF NASHUA, NH  
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

**Notes to Financial Statements**

**June 30, 2017  
(With Comparative Totals for June 30, 2016)**

The endowment net asset composition by type of fund as of June 30, 2016, were as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Donor-restricted endowment funds	\$ -	\$ 71,810	\$ 98,593	\$ 170,403
Board-designated endowment funds	<u>1,539,326</u>	<u>-</u>	<u>-</u>	<u>1,539,326</u>
	<u>\$ 1,539,326</u>	<u>\$ 71,810</u>	<u>\$ 98,593</u>	<u>\$ 1,709,729</u>

The changes in endowment net assets for the year ended June 30, 2016, were as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, June 30, 2015	1,729,847	63,610	98,593	1,892,050
Contributions	-	5,121	-	5,121
Investment return				
Investment income	45,244	2,803	-	48,047
Net appreciation	19,904	1,104	-	21,008
Investment fees	<u>(14,940)</u>	<u>(828)</u>	<u>-</u>	<u>(15,768)</u>
Total investment return	50,208	3,079	-	53,287
Appropriation of endowment assets for expenditure	<u>(240,729)</u>	<u>-</u>	<u>-</u>	<u>(240,729)</u>
Endowment net assets, June 30, 2016	<u>1,539,326</u>	<u>71,810</u>	<u>98,593</u>	<u>1,709,729</u>

In 2017, the Organization reviewed historical data relating to permanently restricted net assets and due to changes in interpretation of original gift records, reclassified net appreciation from unrestricted net assets to temporarily restricted net assets and permanently restricted net assets.

**THE COMMUNITY COUNCIL OF NASHUA, NH  
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

**Notes to Financial Statements**

**June 30, 2017  
(With Comparative Totals for June 30, 2016)**

**7. Debt Obligations**

Line of Credit

The Organization maintains a \$1,000,000 revolving line of credit with TD Bank, collateralized by a mortgage on real property and substantially all business assets, carrying a variable interest rate of Prime plus 1.0% adjusted daily with a floor rate of 4.00% (5.25% at June 30, 2017). Interest is payable monthly. The line of credit had an outstanding balance of \$248,224 and \$1,000,000 at June 30, 2017 and 2016, respectively. The line of credit agreement has a maturity date of January 31, 2018.

Notes Payable

The Organization had the following notes payable:

	<u>2017</u>	<u>2016</u>
4.25% note payable to TD Bank in monthly principal and interest payments of \$8,133 through January 2019, at which time a balloon payment for the remaining principal is due; collateralized by mortgaged property.	\$ 946,599	\$ 997,953
Note payable to TD Bank in monthly principal and interest payments of \$6,016 through July 2020, at which time a balloon payment for the remaining principal is due. Interest rate at the Federal Home Loan Bank Boston Five Year Classic Advance Rate plus 2.65% (4.81% at June 30, 2017); collateralized by mortgaged property. The note is a participating loan with New Hampshire Higher Educational and Health Facilities Authority.	<u>697,393</u>	<u>734,600</u>
	<b>1,643,992</b>	1,732,553
Less: unamortized deferred issuance costs	<u>(2,878)</u>	<u>(3,725)</u>
Total notes payable	<u><b>\$ 1,641,114</b></u>	<u><b>\$ 1,728,828</b></u>

The scheduled maturities on notes payable are as follows:

2018	\$ 98,870
2019	930,243
2020	43,991
2021	570,888

Cash paid for interest approximates interest expense.

TD Bank requires that the Organization meet certain financial covenants. The Organization was in compliance with covenants as of June 30, 2017.

**THE COMMUNITY COUNCIL OF NASHUA, NH  
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

**Notes to Financial Statements**

**June 30, 2017**

**(With Comparative Totals for June 30, 2016)**

**8. Commitments and Contingencies**

Contract Payables

At June 30, 2015, the Organization had accrued \$225,000 in contract payables related to a managed care contract that went into effect during fiscal year 2015. Activity under that managed care contract continued into fiscal year 2016. In 2016, the Organization settled its cumulative activity with the managed care provider and, as a result, accrued an amount due to the managed care provider of \$429,004 as of June 30, 2016. Amounts due to the managed care provider were paid in installments as outlined in the settlement agreement through December 2016 and are recorded within accounts receivable in the accompanying statement of financial position. There were no such amounts owed under the managed care contract as of June 30, 2017.

Capital and Operating Leases

The Organization rents additional housing space in Nashua, NH to be used for patient housing by the housing program. The Organization receives subsidies for reimbursement of expenses per a contract with the State of New Hampshire to offset expenses not covered by patient reimbursement for rent. These leases were fully expired as of July 1, 2016. Total rent expense under these agreements amounted to \$68,900 for the year June 30, 2016, respectively.

Rent expense \$12,079 for various equipment was incurred for both the years ended June 30, 2017 and 2016, under noncancellable operating lease agreements covering a term greater than one year.

During 2015, the Organization entered into a capital lease arrangement for computers, which calls for monthly principal and interest payments of \$1,995 through April 2018. During 2016, the Organization entered into another capital lease arrangement for computers, which calls for monthly principal and interest payments of \$1,246 through November 2018. The net carrying value of assets held under capital leases was \$35,529 and \$70,613 at June 30, 2017 and 2016, respectively.

Future minimum lease payments required under noncancellable lease agreements for the next three years ending June 30 are as follows:

	<u>Operating Leases</u>	<u>Capital Lease</u>
2018	\$ 12,079	\$ 34,898
2019	12,079	6,229
2020	<u>9,380</u>	<u>-</u>
	<u>\$ 33,538</u>	41,127
Less: amount representing interest		<u>(3,823)</u>
		<u>\$ 37,304</u>



**THE COMMUNITY COUNCIL OF NASHUA, NH  
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

**Notes to Financial Statements**

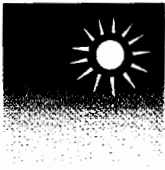
**June 30, 2017  
(With Comparative Totals for June 30, 2016)**

**Malpractice Insurance**

The Organization insures its medical malpractice risks on a claims-made basis. At June 30, 2017, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of insurance coverage nor are there any unasserted claims or incidents known to management which require loss accrual. The Organization intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

**9. Tax Deferred Annuity Plan**

The Organization maintains a 403(b) employer-sponsored retirement plan. Employees are eligible to participate as of the date of hire. The Organization offers a match of dollar-for-dollar up to 4% of annual salary. In order to be eligible for the match, an employee must work or earn a year of service, which is defined as at least 1,000 hours during the 12-month period immediately following date of hire. In April 2014, the employer match was suspended. There was no expense associated with this plan for the years ended June 30, 2017 and 2016.



**Greater Nashua Mental Health Center**  
*at Community Council*

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BOARD OF DIRECTORS  
2018

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*(Board Vice Chair)*

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*(Board Chair)*

AARON TELAGE, CPA

MARIE TULE, CPA  
*(Board Treasurer)*

DONNA UPSON

DIANE VIENNEAU



## **CRAIG D. AMOTH**

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### **EMPLOYMENT HISTORY:**

#### **President & CEO**

**Behavioral Health Services North**  
Plattsburgh, NY

Dates of employment: Mar. '13 - Present

**Duties:** Responsible for the overall operations of one of the oldest and largest nonprofit organizations in upstate New York, providing a comprehensive array of behavioral health and social support services for clients across the entire age / developmental spectrum. The agency has a staff of approximately 180, with an annual budget of over 10 million; serving approximately 8,000 individuals each year through 24 programs across three rural counties.

**Results:** Led the Board and Staff through a comprehensive strategic planning process in response to a rapidly changing healthcare environment--including the transition to Medicaid managed care and integrated health. New initiatives include: same day client access, maximizing technology to enhance efficiency and effectiveness, a performance management program and other human capital enhancements, significant expansion of new low income housing, bringing primary care into the behavioral health clinic, a new community-based crisis stabilization program, enhancing client access to best practices; along with an expansion of development, marketing and community relations activities. Named to the Steering Committee for the northern New York healthcare delivery system reform initiative: a program initiated by the Governor to promote integrated care, reduce unnecessary hospitalizations, increase best practices, and make recommendations for a successful transition to Medicaid managed care.

#### **Consultant & Interim Director of Development and Community Relations**

**Visiting Nurse & Hospice of VT and NH**  
West Lebanon, NH

Dates of employment: Jan.-Sept. 2012

**Duties:** Brought in to assist the organization with Fund Raising / Development, Marketing and Community Relations initiatives. The agency provides home health care and hospice services to a large, rural population in western New Hampshire and eastern Vermont; with over 200 staff and an annual operating budget of 20 million. The agency had been experiencing declines in referrals as a result of new competition, as well as declines in revenue from development activities (annual appeals, grants, etc.).

**Results:** Serving as both consultant and interim Director of Development and Community Relations, I worked with the senior leadership and the Board Development Committee to define the problems and formulate solutions. Delivered new marketing and development strategies and plans that were designed to address the issues identified and effectively utilize available resources to accomplish the goals. Achieved the best Spring appeal campaign in five years, more than doubling the income from the previous year's effort. This was a limited term engagement.

**CEO**            **Range Mental Health Center**  
Virginia, MN

Dates of employment: June '10-Nov. '11

**Duties:**        Responsible for the overall operations of this comprehensive community behavioral health organization that employs 250 staff, with an annual budget of 13 million. The organization offers comprehensive programming for youth through seniors, has both in-patient and outpatient chemical dependency services (including detox), supported housing, community crisis facilities, adult foster homes, partial hospitalization programs, community-based support services for the seriously mentally ill, and family / youth support services in every school district in the area.

**Results:**      Led board and senior management through a strategic planning effort to prepare the agency to thrive in a rapidly changing, healthcare reformed marketplace. Developed new partnerships with primary care and launched an integrated care pilot program that holds the promise of both enhanced client outcomes and improved profit margins. Initiated several business process restructuring efforts to dramatically reduce client wait times, reduce days in A/R, reduce documentation time, and increase service capacity without adding additional staff. Launched several new service lines and opened a community-based crisis facility to meet the acute behavioral health needs of area residents—at roughly a third of the cost of hospital-based services. Left the agency to return to New Hampshire and reunite with family after efforts to sell NH home proved to be unsuccessful in a difficult market.

**Executive Director:**    **Familystrength**  
Concord, NH

Dates of employment: Jan.'06-May '10

**Duties:**        Responsible for the overall operations of this state-wide private, nonprofit agency that provides intensive home / community-based services for at-risk youth and their families; the agency had a staff of 45 and a budget of 2.5 million. Strong focus on strategic planning, board and middle management development, and restructuring of organizational processes and personnel for optimal agency performance.

**Results:**      The agency went from a deficit of \$197,000 in 2005 (prior to my arrival), to a surplus of \$228,000 (and additional clients served) at the close of my first year. The agency saw similar increases in 2007 and was on track for another record year in 2008--until the state / national economy took a downturn and referrals were adversely affected. Re-engineered the organization to be more cost effective, competitive in '09; State funding continued to be cut so sought out strategic partnerships and merged the organization with another nonprofit agency that was closely aligned and less dependent upon State funding for future growth and sustainability.

**Owner:**        **The Wellness Center**  
Powell, Wyoming

Dates of employment: 2004 - 2005

**Duties:**        Private practice providing consulting services to area businesses, schools, hospitals, and other human services related organizations; in addition to conducting individual, couples and family therapy on an outpatient basis.

**Executive Director:** **Park County Mental Health Center**  
Cody, Wyoming

Dates of employment: 1996 – 2004

**Duties:** Responsible for the overall operations of this private, nonprofit community mental health agency with a staff of 30 and a budget of 2 million. When I arrived, the agency was heavily in debt, attempting to recover from lawsuits, had multiple staffing and recruitment concerns and was facing the very real prospect of having to close its doors. The agency's reputation in the community was poor at best and its ability to accomplish its mission was severely compromised.

Led the organization through a comprehensive strategic planning process and within a relatively short period, the organization more than quadrupled in size, expanded its operating budget / income by almost 500%, established a healthy reserve and best of all—significantly enhanced the mental health of the communities it serves by providing healthcare in a rural environment that is second to none. The agency maintained multiple sites for ease of access, operated a drop-in center for SPMI clients and provided on-site community-based services in area hospitals, schools, nursing homes / senior centers, correctional facilities, etc. Created a community-based acute care option to prevent unnecessary hospitalizations and implemented a mobile crisis program to respond to acute/emergency needs on a county-wide basis.

**Results:** Development of a comprehensive system of mental health care that encompassed youth through the elderly—utilizing evidenced based models where appropriate.

- Quadrupled the size of organization and the associated revenue
- Oversaw the design and building of multiple facilities
- Oversaw the design and implementation of an integrated computerized client database, clinical records, and accounting/billing system
- Facilitated the integration of mental health care with primary health care systems, educational systems, law enforcement / correctional systems and other community-based social / human service systems.
- Achieved national accreditation (CARF), youth/adult behavioral health care
- Significantly enhanced the agency's community reputation and fiscal viability
- Effectively managed significant growth and change

**Program Manager:** **HSI Counseling/EAP Services, Human Services Inc.**  
Denver, Colorado

Dates of employment: 1994 – 1996

**Duties:** Responsible for the operations of six out-patient mental health offices in the Metro-Denver and Boulder area which provided over 8,500 counseling sessions per year. The agency is a private, not-for-profit that serves a wide variety of clients (adults, families, couples and youth), as well as those from various ethnic backgrounds and disabilities. Provided clinical and administrative supervision to a staff of 26. Developed program budgets, marketing plans, policies and procedures and oversaw staff development and training. Grant writing and public relations efforts were also effectively carried out.

**Program** **Child and Family Services, Aurora Community Mental Health Center**  
**Manager:** Aurora, Colorado Dates of employment: 1991 – 1994

**Duties:** Provided direct supervision to a staff of six full-time and two part-time employees. Responsible for overall program operations, management of the program budget, development and implementation of staff training, program policies, as well as new initiatives to meet community needs. Provided direct service to agency clients. Implemented a brief-therapy training program to facilitate therapists becoming more efficient and effective in their delivery of clinical services in preparation for managed care/capitated Medicaid contracts. Successful in writing and securing grants. Served as the consultant and liaison to the Denver Metro area children's psychiatric hospitals and the state Hospital at Fort Logan—assisting them in developing appropriate service plans and obtaining the necessary discharge support services in the community.

**Family** **Willow Street Center for Youth / Families, Abbott Northwestern Hospital**  
**Therapist:** Minneapolis, Minnesota Dates of employment: 1988 –1990

**Duties:** Conducted individual and family assessments, provided intensive therapeutic interventions for acutely mentally ill and/or suicidal youth, adults and their families. Facilitated therapeutic groups for both youth and adults. Provided family, marital and individual therapy on an outpatient basis as well.

**Program** **CrossStreets for Youth/Families, St. Paul Youth Service Bureau**  
**Manager:** St. Paul, Minnesota Dates of employment: 1987 – 1988

**Duties:** Responsible for overall program development/oversight, fiscal management and public relations efforts. Provided administrative and clinical supervision to a staff of six family counselors. Managed a federal runaway and homeless youth grant. Board member for the state runaway youth and family organization. Provided statewide training on time efficient therapy techniques with youth and families.

**Executive** **Alpha House Youth Care Inc.**  
**Director:** Menomonie, Wisconsin Dates of employment: 1980 – 1985

**Duties:** Served in several capacities with this agency—Youth Worker, Program Manager, and Executive Director for two years. Ultimately responsible for the overall operations of this private, nonprofit youth and family crisis intervention and evaluation center. The agency provided individual and family evaluations for county courts and human services departments in a seven county area. The agency was able to maintain a positive fund balance for the first time in its ten-year history under my administration.

**ACADEMIC ACHIEVEMENTS:**

- Master of Science**    Marriage and Family Therapy (AAMFT Approved)  
University of Wisconsin-Stout
  
- Master of Science**    Guidance and Counseling  
University of Wisconsin-Stout
  
- Bachelor of Arts**    Psychology  
University of Wisconsin-Stout  
Graduated Summa Cum Laude
  
- Certificate**        Nonprofit Financial Stewardship  
Harvard Kennedy School
  
- Leadership  
Academies**        Park County, Wyoming Leadership Program; Greater Concord Area,  
New Hampshire Leadership Program; Blandin Foundation Leadership  
Program, Minnesota

**PROFESSIONAL AFFILIATIONS / AWARDS:** Awarded Marriage and Family Therapist of the year by the Colorado Assoc. of Marriage and Family Therapists (for state legislative advocacy efforts). Member of the National Council for Community Behavioral Healthcare.

**Cynthia L. Whitaker, Psy.D.**

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**Education:**

**Antioch New England Graduate School, Keene, NH  
Psy.D. in Clinical Psychology, 2006**

**University of New Hampshire at Manchester, Manchester, NH  
Certificate in Sign Language Interpretation, 2004**

**Rhode Island College, Providence, RI  
B.A. in Psychology and Communications with Honors, 1995  
Communications emphasis in Speech and Hearing Sciences**

**Clinical Experience:**

**Riverbend Community Mental Health                      Henniker, NH                      8/05-present  
Child and Family Therapist**

Presently engaged in working with a multidisciplinary team that provides mental health services to children and their families. Position includes provision of individual therapy, family therapy, case management, and advocacy. Coordination with other providers and schools is also involved in the position. Psychology post-doctorate supervision received from 4/06 through present.

**Moore Center Services                                              Manchester, NH                      12/02-6/05  
MIMS Worker/Supervisor**

Provided Mental Illness Management Services (MIMS) to children and adults diagnosed with both a mental illness and a developmental disability. Responsibilities included supervising part-time staff, managing staff schedules, other administrative duties, and direct support of consumers involving teaching symptom management strategies and social skills as directed by consumers' treatment plans.

**University at Albany Counseling Center                      Albany, NY                      7/01-7/02  
Ellis Hospital Mental Health Clinic                      Schenectady, NY  
Pre-doctoral Intern in Psychology**

APPIC accredited internship with focused training in two distinct settings, a university counseling center and a community mental health center. Core activities included intake assessment and referral, individual and group psychotherapy, crisis intervention in role as "psychologist of the day," individual supervision of second year doctoral student, group supervision of undergraduate peer trainers, and psychological assessment. Also received advanced training on the Rorschach Inkblot Procedure. Training at community mental health center focused on assessment and therapy with adults diagnosed with major mental illness and/or personality disorders in an outpatient setting.



**Monadnock Developmental Services                      Keene, NH                      8/99-6/01**  
**Group Facilitator**

Responsible for co-facilitating a monthly group for children who have a sibling with some type of physical or developmental disability, such as autism, leukemia, or cerebral palsy. The group included both expressive and process components and dealt with topics such as roles within a family and shame.

**Wediko Children's Services                      Windsor, NH                      9/00-6/01**  
**Assistant Teacher (AmeriCorps Position)**

Intensive diagnostic and treatment program that utilizes assessment, education, and behavioral intervention with males ranging in age from 8 to 18 who have emotional and/or behavioral challenges. Responsibilities included assisting lead teacher with academic material presented in classroom, teaching elective classes, implementing Individualized Education Plans (IEPs), and carrying out other duties necessary to maintain the therapeutic milieu of the residential school.

**Psychological Services Center                      Keene, NH                      8/99-5/01**  
**Administrative Assistant**

Assisted with the administration of a psychology training clinic, including managing billing clients and insurance agencies and coordinating referrals for service. Also involved in the instruction of first year students with the usage of scoring templates for the MMPI-2 and other testing materials owned by the clinic.

**Antioch New England Graduate School                      Keene, NH                      Fall 2000**  
**Teaching Assistant for Fundamental Clinical Skills I and II**

Provided instruction to first year doctoral level students on utilizing confrontation in therapy and on giving mental status examinations. Facilitated small groups of students practicing and learning about beginning counseling and assessment techniques. Also responsible for reading papers and providing feedback to students about their developing skills.

**Psychological Services Center                      Keene, NH                      7/99-6/00**  
**PSC Clinician**

Pre-doctoral practicum experience involving working with adults, families, and children in an outpatient setting. Received specialized training in cardiac rehabilitation, counseling parents, conducting learning disability assessments, and working with people with eating disorders.

**New Hampshire Hospital                      Concord, NH                      9/98-5/99**  
**Psychology Extern**

Pre-doctoral training in assessment and therapy with adults diagnosed with major mental illness and/or personality disorders in an inpatient setting. Monthly seminars attended included Neuropsychology, Case Presentation, and Assessment (Rorschach). Also attended bi-weekly Grand Rounds.

**Arbour-Fuller Hospital** **S. Attleboro, MA** **10/95-2/99**  
**Activity Therapist /Behavior Therapy Specialist**

Attended team meetings, determined rehabilitation goals for treatment plans, supervised activity therapy intake screenings, and conducted daily rehabilitation groups on a locked, acute unit for adolescents. Responsibilities also included implementing behavior plans, collecting data, and conducting different types of group therapy, on a locked, acute unit for adults with developmental disabilities.

**Leadership Experience:**

**Beauty 4 Ashes**  
**Member, Board of Directors** **2004-present**

**New Hampshire Registry of Interpreters for the Deaf**  
**Member at Large of Executive Board** **2004-2005**  
**Student Representative to Executive Board** **2002-2004**

**ASL Club at the University of New Hampshire at Manchester**  
**President** **2002-2003**

**Antioch New England Graduate School**  
**Member, Admission Team** **Spring 2000& 2001**  
 Reviewed written applications of prospective students. Also conducted team and individual interviews and collaborated in final selections of students.

**Research Experience:**

**Antioch New England Graduate School** **Keene, NH** **2000-2006**  
**Dissertation Research**  
 Completed dissertation entitled *The Third Party: Psychologists' Attitudes Regarding the Use of Interpreters in Therapy.*

**Antioch New England Graduate School** **Keene, NH** **9/99-8/00**  
**Student Member of Internal Review Board (IRB)**  
 Attended monthly IRB meetings, read research proposals, and collaborated with other team members to provide recommendations to researchers.

**Butler Hospital** **Providence, RI** **12/94-9/97**  
**Volunteer Research Coordinator & Assistant**  
 Under the supervision of Caron Zlotnick, Ph.D., responsible for coordinating a research project on Adolescent Suicide Attempters and Ideators, which involved a clinical assessment and report of each adolescent. Also scored, entered, and analyzed data on patients in the Women's Treatment Program at the hospital. Position required extensive knowledge of the SAS system.

**Papers and Presentations:**

*The Third Party: What are Psychologists' Opinions of Interpreters in Therapy.* Presented at the Region 1 Conference of the Registry of Interpreters for the Deaf. Providence, RI. July 2006

*Anxiety and Stress Management the Natural Way.* Presented workshop at the Spinal Corrective Center in Amherst, NH. May 2006

*Mental Illness Management Services.* Presented workshop at Riverbend Mental Health Center for staff training purposes. May 2006

*Transitions for Parents.* Developed program designed to explore parental roles in freshman transitions at the University at Albany. June 2002

*Parents as Partners.* Developed document providing information about college students' use of alcohol and other drugs and parental roles in moderating that was placed on a website for parents at the University at Albany. June 2002

*Depression and Women.* Presented workshop to a sorority at the University at Albany. April 2002

*Stress Management.* Presented a workshop to a group of Residential Assistants on the University at Albany campus. April 2002

*Handbook of Interpreting in Mental Health Settings.* Unpublished Manuscript, University of New Hampshire at Manchester. May 2000

*Family Functioning and Loneliness in Adolescent Suicide Ideators and Attempters.* Presented paper at 32nd Annual Conference of the American Association of Suicidology. April 1999

*Gender and Memory.* Presented at the Fourth Annual Undergraduate Research Conference at Rhode Island College. Spring 1995

**Professional Affiliations:**

American Psychological Association  
APA Division 12, Clinical Psychology  
APA Division 22, Rehabilitation Psychology  
Special Interest Section on Deafness  
New Hampshire Association of the Deaf  
New Hampshire Disaster Behavioral Health Response Team (DBHRT)  
Registry of Interpreters for the Deaf  
New Hampshire Registry of Interpreters for the Deaf  
Weare Citizens Emergency Response Team (CERT)

**Languages of Fluency:**

American Sign Language (ASL)

## **CURRICULUM VITAE**

### **Marilou B. Patalinjug Tyner, M.D., FAPA**

#### **Employment**

2003 – 2010	Outpatient Psychiatry, HBHS dba Process Strategies 376 Kenmore Drive, Danville, WV 25053
2003 – 2008	Outpatient Psychiatry, HBHS dba Process Strategies 163 Main Street, Clay, WV 25043
2008 – 2009	Tele-psychiatry for Prestera Center, Clay County based at Prestera Center, 511 Morris Street, Charleston, WV 25301
2007 – 2009	Tele-psychiatry for PsyCare, Inc. for the Potomac Highland Regional Jail and Central Regional Jail, WV
2010 – 2011	Tele-psychiatry for Prestera Center, Boone County based at Process Strategies office
2010 – 2013	Medical Director, Assessment Unit (TPC Program), Highland Hospital 300 56 <sup>th</sup> Street, Charleston, WV 25304
2007 – 2013	Psychiatry Consult for Cabin Creek Health Centers in Dawes, WV, Clendenin, WV and Sissonville, WV; Tele-psychiatry for all three sites since March 2010, based at Process Strategies office
2008 – 2013	Outpatient Psychiatry, Process Strategies 1418A MacCorkle Avenue, Charleston, WV 25303
2013 – Current	Chief Medical Officer, Highland-Clarksburg Hospital 3 Hospital Plaza, Clarksburg, WV 26301
2013 – Current	Forensic Psychiatry Unit, Highland-Clarksburg Hospital 3 Hospital Plaza, Clarksburg, WV 26301

#### **Certification / Licensure**

1987 - 1995	Physician Licensure, Philippines
2002 - 2003	Physician Licensure, State of Connecticut
2002 - 2004	Physician Limited Permit, New York
2003 - Current	Physician Licensure, West Virginia
2003 - Current	Diplomate in Psychiatry, American Board of Psychiatry and Neurology, Inc.
2005 - Current	Certification in Forensic Psychiatry American Board of Psychiatry and Neurology, Inc.
2013 - 2023	Maintenance of Certification in Psychiatry, American Board of Psychiatry and Neurology, Inc.
2015 – 2025	Maintenance of Certification in Forensic Psychiatry American Board of Psychiatry and Neurology, Inc.

### **Education**

1983	B.S.	Psychology, University of the Philippines College of Arts and Sciences Quezon City, Philippines
1987	M.D.	University of the Philippines College of Medicine Manila, Philippines

### **Postdoctoral Training**

1987 - 1988	Postgraduate Internship, Philippine General Hospital Manila, Philippines
1989 - 1991	Residency Training, Psychiatry Philippine General Hospital, Manila, Philippines
1991 - 1992	Chief Resident, Psychiatry Philippine General Hospital, Manila, Philippines
1998 - 2002	Residency Training, Psychiatry NYU School of Medicine, New York, NY 10016
2001 - 2002	Chief Resident, Psychiatry Outpatient Division Chief Resident (July-December 2001) Administrative Chief Resident (January-June 2002) NYU School of Medicine, New York, NY 10016
2002 - 2003	Fellowship Training, Forensic Psychiatry NYU School of Medicine, New York, NY 10016

### **Other Professional Positions**

1993	Research Associate, Intercare Research Foundation, Inc. Metro Manila, Philippines
1993 - 1994	Research Assistant, Research Foundation for Mental Hygiene Research based at Kirby Forensic Psychiatric Center Wards' Island, NY 10035
1994 - 1998	Research Scientist, Nathan S. Kline Institute Research based at Kirby Forensic Psychiatric Center Wards' Island, NY 10035

### **Awards and Honors**

1983	Cum Laude, BS Psychology, University of the Philippines
1983	Phi Kappa Phi Honor Society, University of the Philippines,
1983	Pi Gamma Mu Honor Society, University of the Philippines
1992	Ciba-Geigy Fellowship Grant in Administrative Psychiatry
2002	Aventis Women Leaders Fellowship, American Psychiatric Association Annual Meeting, Philadelphia

### **Membership in Professional Societies**

2000 - 2010	Member, American Psychiatric Association
2010 - Current	Fellow, American Psychiatric Association
2002 - Current	Member, American Academy of Psychiatry and the Law
2002 - Current	Member, NYU-Bellevue Psychiatric Society
2008 - Current	Member, American Medical Association
2008 - Current	Member, West Virginia State Medical Association

## Teaching Experience

1990 - 1992	Training of Trainers in Critical Incident Stress Debriefing National Program for Mental Health, Philippines
1992 - 1993	Lectures in Psychiatry for Physical Therapy Students, University of the Philippines College of Manila, Philippines
1994 - 1998	Instructor, Management of Crisis Situations for Forensics Kirby Forensic Psychiatric Center, Wards Island, New York
2001 - 2003	Clinical Instructor, New York University School of Medicine
2004 - current	Clinical Assistant Professor, West Virginia University, CAMC Department of Behavioral Medicine and Psychiatry, Charleston, WV
2015 - current	Clinical Assistant Professor, West Virginia University School of Medicine, Morgantown, WV

## Research

1. Patalinjug, M.B. and Harmon R.B. (2003) Characteristics of Defendants Charged with Stalking: Preliminary Look at Referrals to the Forensics Psychiatry Clinic Three Years After the Passage of NY State Stalking Laws, Presented at the 56<sup>th</sup> Annual Meeting of the American Association of Forensic Sciences, February 20, 2004, Dallas, TX.
2. Convit, A., Wolf, O.T., de Leon, M.J., Patalinjug, M.B., Kandil, E., Caraos, C., Scherer, A., Saint Louis, L., Cancro, R. (2001). Volumetric Analysis of the Prefrontal regions: Findings in aging and schizophrenia. *Psychiatry Research: Neuroimaging Section*, 107: 61-73.
3. Hoptman, M.J., Yates, K.F., Patalinjug, M.B., Wack, R.C., and Convit, A. (1999). Clinical Prediction of Assaultive Behavior Among Male Psychiatric Patients at a Maximum-Security Forensic Facility. *Psychiatric Services*, 50: 1461-1466.
4. Patalinjug, M.B., Convit, A., Hoptman, M.J., Yates, K.F., Dunn, D., Otis, D. (1997) Staff Assaulters vs. Patient Assaulters in a Forensic Psychiatric Facility: Is there a Difference? Poster Presentation: Tenth Annual NY State Office of Mental Health Research Conference, Albany, NY.
5. Convit, A., McHugh, P., de Leon, M., Hoptman, M., Patalinjug, M. (1997) MRI Volume of the Amygdala: A New Reliable Method. Poster Presentation: Tenth Annual NY State Office of Mental Health Research Conference, Albany, NY.
6. Hoptman, M., Convit, A., Yates, K.F., Patalinjug, M.B. (1997) Violence and Slowing of the Anterior EEG: Relationships to Impulsivity. Poster Presentation: Tenth Annual NY State Office of Mental Health Research Conference, Albany, NY.
7. Bengzon, A.R.A., Jimenez A.L., Bengzon M.A., Esquejo D.P., Torres M.R., Sison-Aguilar M.A., Salazar M.C., Patalinjug M.B. (1994). Programs, Process, Politics, People: The Story of the Department of Health Under the Aquino Administration, 1986-1992. Submitted to the World Health Organization, Geneva, Switzerland.
8. Jimenez A.L., Torres M.R., Marte B.G., Patalinjug M.B., Guillergan M.L. (1992) The Establishment of a Mental Health Information System at the Philippine General Hospital Department of Psychiatry, Patient Services Section: A Preliminary Study. Paper read at the 18<sup>th</sup> Annual Convention of the Philippine Psychiatric Association, Manila, Philippines.

## REFERENCES

1. Ted Thornton, M.D. (304) 552-6836 [ted.thornton@yahoo.com](mailto:ted.thornton@yahoo.com)
2. Toni Goodykoontz, M.D. (304) 669-0470 [tgoodykoontz1@gmail.com](mailto:tgoodykoontz1@gmail.com)
3. Fred Frazier III, APRN, PMHNP-BC (304) 669-9032 [fredfrazier3@gmail.com](mailto:fredfrazier3@gmail.com)

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# BETTEJEAN NEVEUX

FINANCIAL & MANAGERIAL STRATEGIST



## SKILLS

Budgeting & Forecasting  
Analysis & Reporting  
Ethics & Compliance  
Strategic Planning  
Team Leadership  
Project Management  
Accountability  
Improving Efficiency  
Business Systems  
Risk & Resource Management  
Presentations  
Active Listening

## EDUCATION

MASTER'S DEGREE  
Business Administration  
Southern New Hampshire  
University  
2009 - 2011

BACHELOR OF SCIENCE  
Accounting  
Franklin Pierce College  
1998 - 2000

## LICENSES & CERTIFICATIONS

CERTIFIED MANAGEMENT  
ACCOUNTANT  
License #51807

CANDIDATE  
Certified Public Accountant  
Anticipated: 05/2018

## PROFESSIONAL PROFILE

A financial professional with over ten years of managerial and administrative experience in a diverse set of industries and with a proven record of innovation and leadership. With a focus on continuous improvement and a holistic approach, I am able to reach strategic goals through the use of collaboration, technology and grit. Leading by example, I have successfully restored confidence and respect in financial departments while focusing on customer service and a commitment to the corporate mission.

## EXPERIENCE

BUSINESS AFFAIRS OFFICER/CFO  
Manchester Community College/March 2014 - October 2015

As a member of the President's Cabinet and Leadership Team, developed policies and procedures to allow the College to meet its mission and strategic focus. Successfully managed an overall budget of \$22 million by working with department managers over 60 different departments. Directed all institutional operations including accounting & finance, facilities, campus safety, capital projects as well as risk management. Mentored eight (8) direct reports and a total of 29 total employees in the areas of finance, maintenance, safety, reception and stockroom. Participated in system-wide CFO meetings as well as Finance Committee meetings on behalf of the College.

- Developed a more collaborative and positive annual budget process during a period of revenue decline. Presented audience appropriate updates and pro forma statements throughout year to campus leadership, BOD, staff & faculty and advisory committees.
- Greatly increased accuracy of financial reporting and adherence to GAAP through the realignment of cost departments, and improvements to the data structure within Banner Finance.
- Created financial models and tools that allowed management and department leaders to project financial impacts of various enrollment scenarios.
- Increased fee revenue by 10% following thorough financial analysis.
- Overhauled campus safety systems and procedures to better ensure the safety of students, staff, faculty and visitors. Improvements included; a remote door locking system, camera and surveillance upgrades, rekeying of the entire campus and the installation of security software.
- Implemented software that enabled the facilities department to capture and analyze workforce data that would allow management to identify and capitalize on potential personnel efficiencies and better plan for deferred maintenance.
- Introduced the concept of long-term forecasts for the benefit of strategic budgeting.
- Re-engineered adjunct contract process, improving accuracy by 75%.
- Implemented P-Card program to over 50 users.
- Verified donor and grant funding spent in accordance with donor intent or grant guidelines.
- Provided ongoing feedback to subordinates and created development plans that encouraged growth and satisfaction for each employee.

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# BETTEJEAN NEVEUX

F I N A N C I A L & M A N A G E R I A L S T R A T E G I S T

## EXPERIENCE continued



### VICE PRESIDENT FOR FINANCE AND ADMINISTRATION

New Hampshire Association for the Blind/September 2011 - May 2014

Collaborated with other members of management to review, select and monitor organizational opportunities. Managed all financial and administrative matters including, HR, IT, and facility functions.



- Managed \$2.5 million annual budget process and provided monthly financials and respective analysis to Board of Directors and Management Team.
- Improved the financial story through the creation of visual dashboards supplementing the monthly financial package.
- Ensured proper application of investment and spending policies to the organization's \$7 million endowment and Charitable Gift Annuities.
- Reduced Life and LTD costs by 60% and other contractual expenses by 50% through re-negotiations with vendors.
- Prepared all year-end audit schedules, maintained all supporting documentation for 990 filing, and completed monthly and annual reconciliations.
- Calculated annual compensation from endowment fund and other donor restricted funds.
- Mapped and managed data conversion of client data from legacy system to Salesforce.com and designed an automatic invoicing system resulting in personnel savings through work efficiencies.
- Enhanced data integrity and improved financial reporting through improvements to the GL structure and updated financial software.

## TECHNICAL SKILLS

Microsoft Office Suite

Advanced Excel

Banner

Salesforce

Conga Reporting

Blackbaud

Dashboards

Sage MIP, MAS90

QuickBooks

Graphical representations

SchoolDude

## MEMBERSHIPS & AFFILIATIONS

Notary Public

Institute of Management Accountants

Delta Mu Delta

## VOLUNTEER EXPERIENCE

Rape and Domestic Crisis Center/ Treasurer  
1992 - 1994

## ACCOUNTANT

New Hampshire Association for the Blind/November 2005 - September 2011

Performed all accounting duties for the organization including payroll, A/R, A/P as well as providing IT and HR support. As part of a succession plan and expected assumption of VPFA position, progressive responsibilities included completion of the monthly close process, preparation of year end schedules for annual audit and 990 preparation.

## DEPARTMENT SECRETARY/ADMISSIONS COORDINATOR

Catholic Medical Center/August 1996 - October 2004

While performing all duties relative to being a stay at home Mom, I worked in the healthcare industry to take advantage of the weekend and evening hours. In this role, I performed all administrative duties within the admissions, emergency and maternity departments for catholic medical center. Utilized customer service, listening and time management skills to ensure excellent patient care.

## CONSUMER LOAN RECOVERY MANAGER

First New Hampshire Bank/September 1990 - May 1996

Managed all collection efforts for the recovery of charged off funds related to the consumer loan portfolio. Directed a staff of six (6) and assigned outside legal counsel and collection agencies ensuring greatest recovery of funds.

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Maureen Ryan

**Qualifications Summary:**

- Mission driven, results oriented leader with a strong track record of achieving goal oriented, cost effective quality outcomes
- 20 years progressive management experience in both the private and public sector
- Successful experience in project management, program design and implementation, strategic planning, and grant writing
- Excellent written and verbal communication skills and experienced in public speaking, delivering presentations and facilitating diverse groups

**Professional Experience**

**New Hampshire Department of Health and Human Services**

**12/05 - present**

**Senior Director, Office of Human Services**

**6/16-present**

- Responsible for providing strategic leadership, direction and administrative oversight for the Divisions of Family Assistance, Children, Youth, & Families, and Child Support Services; the Bureaus of Elderly & Adult Services, Homeless & Housing Services; and Community Based Military Programs; and the Office of Health Equity
- Oversees the administration and implementation of programs to ensure compliance with state and federal laws, regulations, and policies; programmatic efficiency and effectiveness; financial integrity and sustainability; and effective personnel and resource allocation
- Proactively identifies critical issues, actions, or decision-points impacting program administration and service delivery, such as policy change, legislative mandate, or resource need, and engages staff to fully assess the issues and impacts, proactively develop a well-supported strategic plan or response, and communicate and implement decisions timely
- Actively mentors and engages OHS senior management in supporting high quality, effective management practices by supporting skill development in motivating and leading staff, managing change, strategic planning, developing innovative solutions, effective program implementation, data-driven evaluation, and modeling and supporting a professional, accountable workforce

**Administrator, Bureau of Homeless and Housing Services**

**8/07 – 6/16**

- Direct the coordination and administration of federal and state funding of statewide homeless service contracts
- Direct all bureau activities including contract monitoring, technical assistance, strategic planning, training and regional problem-solving activities
- Coordinate planning efforts for the development of community services and new initiatives
- Serve as agency representative relative to state homeless service programs, to local, state and federal agencies

**Administrator, Bureau of Improvement and Integrity**

**3/06 – 8/07**

- Responsible for the overall management of the Continuous Improvement unit of the Bureau of Improvement and Integrity
- Direct all aspects of DHHS wide program Quality Assurance reviews including routine program evaluations, special investigations, work process analysis, and root cause analysis of specific programmatic issues
- Develop and direct projects related to Quality Improvement including facilitating interagency collaboration, system changes involving multiple divisions, organizational development issues and team building

- Program Planning and Review Specialist, Bureau of Improvement and Integrity** 12/05 – 3/06
- Overall management and administration of a Centers for Medicare and Medicaid Services (CMS) Real Choice Systems Change Grant
  - Coordinated the start up of the department wide implementation of a comprehensive Quality Improvement effort
  - Established and facilitated an ongoing, state wide stakeholder Quality Council, the goal of which is to improve communication between the state and community health service providers and elicit feedback on quality improvement initiatives

- Consultant/Independent Contractor** 2009-2014  
 NH region for Anthem EAP and Work Place Options, Raleigh, North Carolina
- Facilitate workshops and professional development seminars on various topics including employee relations, management, leadership development, and work life balance.

- Employee Assistance Consultant, Resource Management Consultants** 8/05 – 11/05  
 One Pillsbury St., Suite 300, Concord, NH 03301
- Provided telephone consultation, risk assessment, therapeutic intervention and facilitated referrals to various resources for individuals needing assistance with work/life issues

- Director of Outreach, HEARTH** 9/01-8/05  
 1640 Washington St., Boston, MA 02118
- Directed and supervised Outreach Department program staff in the coordination of case management, housing search, and housing stabilization services
  - Developed and managed the agency's representative payee program, ensuring compliance with federal regulations and ensuring quality of service in managing clients' finances
  - Developed and maintained collaborative relationships within the community including local businesses, healthcare providers, local and state government entities, and human service agencies
  - Provided weekly clinical and administrative supervision to case managers, representative payee staff, and program interns
  - Developed and coordinated the agency's Critical Incident Debriefing Team

- Program Director, The Lynn Emergency Shelter** 12/00- 8/01  
 Lynn Shelter Association, 100 Willow St., Lynn, MA 01901
- Responsible for the overall management of a homeless shelter, serving up to 80 homeless adults nightly, ensuring quality and consistency of service delivery
  - Managed the shelter's operating budget and performed analysis/strategic planning
  - Developed and implemented a structured day program, the goal of which was to offer tools to expand skills and enhance the capabilities of shelter guests
  - Developed and implemented a comprehensive case management program and provided training and clinical supervision to case managers

- Program Coordinator, Common Ground Women's Transitional Housing Program** 2/97 – 12/00  
 Shelter Inc., 109 School St., Cambridge, MA 02139
- Responsible for the overall management of a HUD funded transitional housing program, and providing counseling and case management to program residents
  - Developed and facilitated various workshops and groups for program residents
  - Developed and facilitated training programs for shelter staff and interns

**Education**

- |                                      |                              |      |
|--------------------------------------|------------------------------|------|
| Lesley University, Cambridge, MA     | Master of Arts in Psychology | 1997 |
| St. Bonaventure University, New York | Bachelor of Arts             | 1992 |
| Major: Psychology                    | Minor: Mass Communications   |      |

PATRICK M. ULMEN

October 10, 1997

**Objective:**

Industrious and dependable Masters graduate, with educational and experiential focus principally in research, psychology, case management and business administration, seeking management related growth opportunities with marketing research focus. In both educational and work experience, has demonstrated skills to work well with others, apply knowledge, make innovative contributions, manage complex problems and situations, and perform at a level exceeding expectations and demands.

**Work Experience:**

8/1992 - current

CLM Behavioral Health Systems, Windham Inn  
P.O. Box 1027, Windham, N.H. 03087 (603) 434-9937

Psychiatric Case Manager. Duties include advocacy, development of rehabilitation goals, coordination of treatment, identification and acquisition of resources, counseling and ongoing support. Skills growth and accomplishments resulted in assignment of and success with exceptionally complex cases. Proposed, initiated, and continued development of alternative treatment planning and tracking mechanism ongoing since instated December 1995.

Information Analyst. Employing computer and research skills to identify, collect, analyze and review information relevant to planning, delivery, and monitoring of consumer support services and associated client outcomes to management staff and Regional Planning Committee.

Management Information Systems Assistant. Assisting in design, development, integration, refinement, maintenance, and expansion of automated community support services networking system.

1/1992 - 1/1995

Hesser College  
3 Sundial Ave, Manchester, N.H. 03103 (603) 668-6660

Instructor. Courses taught: Introduction to Psychology, Individual and Group Counseling Techniques, and Contemporary Social Problems. Based on established teaching skills and reputation, actively sought by students seeking challenge and scholarship.

7/1991 - 8/1992 & 6/1986 - 6/1989

Chick Beaulieu Inc.  
5 & 1/2 Gaffney St, Nashua N.H. 03060 (603) 883-5822

Office Manager, On-site Supervisor and Construction Worker. Duties included maintaining company journals, managing all business financial transactions, customer and employee relations, job costing, and reorganization of information flow, operations and records, delivery and coordination of service on site.

3/1991 - 6/1991

ECPI of Tidewater VA Inc.  
5555 Greenwich, Suite 100, Virginia Beach, VA. 23462-6513 (804) 671-7171

Instructor. Taught Applied Psychology.

**Recent Presentations:**

8/8/1997 Development and Implementation of an Integrated Clinical Information Management System Within Community Support Services. Institute on Mental Health Management Information. Albany, NY.

6/16/1997 Practical Application of MHSIP Outcome Measures within Community Support Services. New Hampshire Community Mental Health Services Conference. Manchester, NH.

**Education:**

6/1989 - 7/1991 Old Dominion University, Norfolk, VA. Master of Science, Psychology.

1982 - 1987 Keene State College, Keene, NH. B.S. Business Management, B.A. Psychology.

**PATRICK M. ULMEN** • **7 DRAYCOACH CIRCLE** • **NASHUA, NH 03062**  
**TELEPHONE (603) 891-0282**

**MANAGEMENT INFORMATION SYSTEMS PROJECT MANAGER**  
**INFORMATION ANALYST**  
**PSYCHIATRIC CASE MANAGER**

**CAREER  
SUMMARY**

Educational and experiential focus in development and integration of information systems, research, psychology, case management, education and business administration. Established reputation for working well with others, applying knowledge, making innovative contributions, managing complex problems and situations while performing at a level exceeding expectations and demands.

**PRESENT  
POSITION**

Development and management of web based information system between two regional community mental health centers. Management of local network, hardware and software system at a state funded regional Mental Health Center. Monitoring staff needs, recommending, and when indicated implementing appropriate changes. Educating staff towards more efficient and effective use of existing systems. Development and/or implementation of reporting tools. Analysis of existing data to generate information which meets the needs of staff, the agency, community and state representatives. Presentations at State and Northeastern conferences on developing and employing an information management system to improve psychiatric care. Collaborative work with a software development firm specializing in employing leading edge technology to develop state of the art, web based, information management systems. Case management duties include advocacy, development of rehabilitation goals, coordination of treatment, identification and acquisition of resources, counseling and ongoing support for approximately 25 consumers of mental health services.

**RECENT  
PRESENTATIONS**

March, 1998 An Integrated Clinical Information Management System, Annual Conference for The Association of Community Living. Albany, NY.  
August, 1997 Development and Implementation of an Integrated Clinical Information Management System Within Community Support Services, Institute on Mental Health Management Information. Albany, NY.  
June, 1997 Practical Application of MHSIP Outcome Measures Within Community Support Services, New Hampshire Community Mental Health Service Conference. Manchester, NH.

**EARLIER  
EXPERIENCE**

College instructor of psychology, counseling and social science for 5 years. Based on established teaching skills and reputation actively sought by students seeking challenge and scholarship.  
Office manager at a home improvement company. Duties included maintaining company journals, job costing, managing business financial transactions, customer and employee relations, and reorganizing information flow, office operations and records.

**EDUCATION**

Old Dominion University, Norfolk, VA. Master of Science, Psychology.  
Keene State College, Keene, NH. BS Business Management, BA Psychology.

## KEY ADMINISTRATIVE PERSONNEL

### NH Department of Health and Human Services

**Vendor Name:** Community Council of Nashua, NH  
dba/Greater Nashua Mental Health Center

**Name of Program/Service:** Substance Use Disorder Treatment and Recovery Support Services

<b>BUDGET PERIOD:</b>			
<b>Name &amp; Title Key Administrative Personnel</b>	<b>Annual Salary of Key Administrative Personnel</b>	<b>Percentage of Salary Paid by Contract</b>	<b>Total Salary Amount Paid by Contract</b>
Craig Amoth, President and CEO	\$160,000	0.00%	\$0.00
Cynthia Whitaker, PysD, Chief of Services	\$100,000	10.00%	\$10,000.00
Marilou Patalinjug Tyner, MD, Chief Medical Officer	\$250,000	0.00%	\$0.00
Bettejean Neveux, CMA, Chief Financial Officer	\$95,000	5.00%	\$4,750.00
Maureen Ryan, Director, Quality & Compliance	\$90,000	0.00%	\$0.00
Patrick Ulmen, Chief Information Officer	\$102,000	5.00%	\$5,100.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$19,850.00</b>

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.

Subject: Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST-13)

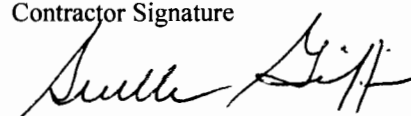
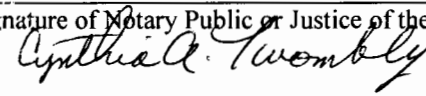
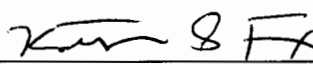

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 03301-3857	
1.3 Contractor Name West Central Services, Inc.		1.4 Contractor Address 9 Hanover Street, Suite 2 Lebanon NH 03766	
1.5 Contractor Phone Number 603-448-0126	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 \$59,490
1.9 Contracting Officer for State Agency E. Maria 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 Suellen Griffin President / CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Grafton</u> On <u>June 5, 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 A. Twombly Notary Public CYNTHIA A. TWOMBLY Notary Public - New Hampshire Commission Expires August 14, 2018			
1.14 State Agency Signature  Date: <u>6/7/18</u>		1.15 Name and Title of State Agency Signatory Katja S. Fix, 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>Megan A. Kelly - Atty</u> <u>6/8/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**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-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all 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, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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 supersedes all prior Agreements and understandings relating hereto.

Contractor Initials SY  
Date 6-5-18



Exhibit A

**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.

**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 recovery from alcohol and drug problems. At a minimum, the Contractor must:



Exhibit A

- 
- 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.
    - 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



Exhibit A

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.

2.4. 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.

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 2.3.1.2, 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.



Exhibit A

- 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.
- 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



Exhibit A

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:
  - 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.



Exhibit A

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- 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.
- 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.



Exhibit A

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

- 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.





Exhibit A

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- 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)
  - 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



Exhibit A

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- 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 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



Exhibit A

- 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 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



Exhibit A

- 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 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,



Exhibit A

- 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.
- 2.8.6. 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. 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)



Exhibit A

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 Education Tools that include:

2.9.1.4.1. Asses 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.



Exhibit A

- 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.
  - 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.

**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 8.1.2).



Exhibit A

- 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;
  - 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





Exhibit A

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.
- 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. Reserved**

**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;



Exhibit A

- 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.
- 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;



Exhibit A

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- 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;
  - 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



Exhibit A

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
- 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. 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:



Exhibit A

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- 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:
    - 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.



Exhibit A

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- 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
  - 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.



Exhibit A

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## 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:
- 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 541-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:29; 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.



### 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: Addiction 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



### Exhibit A-1 Operational Requirements

- 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;



### Exhibit A-1 Operational Requirements

- 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



### Exhibit A-1 Operational Requirements

- 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.



### Exhibit A-1 Operational Requirements

- 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.
16. Personal Rights.
  - 16.1. 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.
  - 16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:



### Exhibit A-1 Operational Requirements

- 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;
    - 19.1.6. 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;



### Exhibit A-1 Operational Requirements

- 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





### Exhibit A-1 Operational Requirements

- 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.



### Exhibit A-1 Operational Requirements

- 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.



### Exhibit A-1 Operational Requirements

- 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.



### Exhibit A-1 Operational Requirements

- 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.



### Exhibit A-1 Operational Requirements

- 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





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 6, 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 6 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. Sliding Fee Scale
- 6.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B Section 5 above.
  - 6.2. 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%



Exhibit B

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

- 6.3. 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.
7. Submitting Charges for Payment
- 7.1. 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:
- 7.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client
  - 7.1.2. 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.
  - 7.1.3. 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.
  - 7.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.
  - 7.1.5. Submit separate batches for each billing month.
- 7.2. 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.
- 7.3. 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.



Exhibit B

8. 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.
9. Funds in this contract may not be used to replace funding for a program already funded from another source.
10. The Contractor will keep detailed records of their activities related to Department funded programs and services.
11. 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.
12. 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.
13. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
  - 13.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
  - 13.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
    - 13.2.1. Make cash payments to intended recipients of substance abuse services.
    - 13.2.2. 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.
    - 13.2.3. 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.
    - 13.2.4. 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.
  - 13.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:



Exhibit B

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**

<b>Service</b>	<b>Contract Rate: Maximum Allowable Charge</b>	<b>Unit</b>
Clinical Evaluation	\$275.00	Per evaluation
Individual Outpatient	\$22.00	15 min
Group Outpatient	\$6.60	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 procedures.
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. **Retroactive 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 amounts 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;



- 7.3. 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 (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 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 13166, 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



- 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 affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope 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.



**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 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

*sg*  
6/5/18



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)

251 Elm Street, Unit 3  
Claremont, NH 03743

Check  if there are workplaces on file that are not identified here.

Contractor Name:

6-5-18  
Date

Suellen Griffin  
Name: Suellen Griffin  
Title: President/CEO



**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
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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:

6-5-18  
Date

Suellen Griffin  
Name: Suellen Griffin  
Title: President/CEO



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and





information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

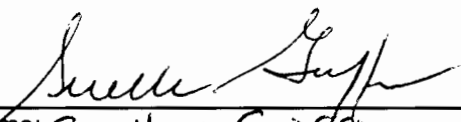
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

6-5-18  
Date

  
Name: Suellen Griffin  
Title: President/CEO

Contractor Initials SG  
Date 6/5/18



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

*SY*

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

Date

6/5/18



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

6-5-18  
Date

*Suellen Griffin*  
Name: *Suellen Griffin*  
Title: *President/CEO*

Exhibit G

Contractor Initials *SG*

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

Date 6/5/18



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**


Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

6-5-18  
Date

  
Name: Suellen Griffin  
Title: President / CEO

Contractor Initials SG  
Date 6/5/18



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

- I. "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 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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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 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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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 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services  
The State

Katja S Fox  
Signature of Authorized Representative

Katja S Fox  
Name of Authorized Representative

Director  
Title of Authorized Representative

6/7/18  
Date

West Central Behavioral Health  
Name of the Contractor

Suellen Griffin  
Signature of Authorized Representative

Suellen Griffin  
Name of Authorized Representative

President / CEO  
Title of Authorized Representative

6-5-18  
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY  
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

6-5-18  
Date

Suellen Griffin  
Name: Suellen Griffin  
Title: President/CEO



**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: 150883403
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO                       YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

## I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

### A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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DHHS Information Security Requirements

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

#### A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a



DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's 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.



- 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 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and



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

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

**VI. PERSONS TO CONTACT**

- A. DHHS 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

DHHSPrivacy.Officer@dhhs.nh.gov

*dy*

*6/5/18*

# State of New Hampshire

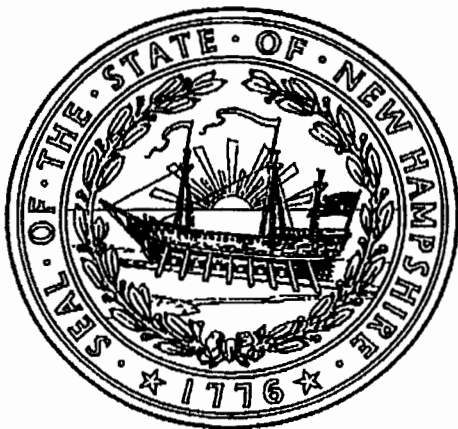
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WEST CENTRAL SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 06, 1985. 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: 85174

Certificate Number: 0004076310



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 5th day of April A.D. 2018.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# State of New Hampshire

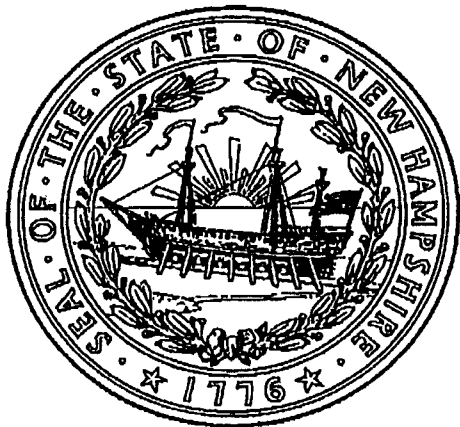
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WEST CENTRAL BEHAVIORAL HEALTH is a New Hampshire Trade Name registered to transact business in New Hampshire on February 05, 2001. 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: 367817

Certificate Number: 0004076311



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 5th day of April A.D. 2018.

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

William M. Gardner  
Secretary of State

# WEST CENTRAL BEHAVIORAL HEALTH

AFFILIATE OF THE DEPARTMENT OF PSYCHIATRY, GEISEL SCHOOL OF MEDICINE AT DARTMOUTH

## CERTIFICATE OF VOTE

I, Patricia Warren, do hereby certify that:


1. I am a duly elected Member of the Board of Directors of West Central Services, Inc. DBA West Central Behavioral Health.

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Corporation held on June 5, 2018:

**RESOLVED:** that Suellen Griffin, President and CEO of West Central Services, Inc., dba West Central Behavioral Health, is hereby authorized on behalf of this Agency to enter into the said contract, Substance Use Disorders and Recovery Support Services, with the NH Department of Health and Human Services, 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 5th day of June, 2018.

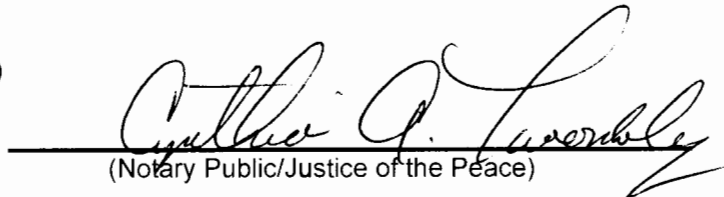
4. Suellen Griffin is the President and CEO of the Agency.

  
(Signature of the Elected Officer)

STATE OF New Hampshire  
County of Grafton

The forgoing instrument was acknowledged before me this 5th day of June 2018.

By Patricia Warren  
(Name of Elected Officer of the Agency)

  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

CYNTHIA A. TWOMBLY  
Notary Public - New Hampshire  
My Commission Expires August 14, 2018





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/01/2017

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).

<b>PRODUCER</b> Integro USA Inc. dba Integro Insurance Brokers Two Financial Center 60 South Street, Suite 800 Boston, MA 02111	1-617-531-6000	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>														
<b>INSURED</b> West Central Services d/b/a West Central Behavioral Health 9 Hanover Street, Suite 2 Lebanon, NH 03766		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: CAPITOL SPECIALTY INS CORP</td> <td>10328</td> </tr> <tr> <td>INSURER B: CAPITOL IND CORP</td> <td>10472</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> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: CAPITOL SPECIALTY INS CORP	10328	INSURER B: CAPITOL IND CORP	10472	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #															
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INSURER C:																
INSURER D:																
INSURER E:																
INSURER F:																

**COVERAGES**

CERTIFICATE NUMBER: 51288193

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			HS02726188-02	11/01/17	11/01/18	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 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" 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			HS02731293-02	11/01/17	11/01/18	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input checked="" type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			HS20162182-02	11/01/17	11/01/18	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Healthcare Prof Liability</b> Claims Made			HS02726188-02	11/01/17	11/01/18	Each Medical Incid 1,000,000 Aggregate 3,000,000

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

Evidence of insurance only.

**CERTIFICATE HOLDER**
 NH DHHS  
 Sandy Lawrence  
 105 Pleasant Street  
 Main Bldg., Rm 214-S  
 Concord, NH 03301

USA

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/26/2018

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).

<b>PRODUCER</b> Hays Companies 133 Federal Street, 4th Floor  Boston MA 02110		<b>CONTACT NAME:</b> Tina Housman <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____	
<b>INSURED</b> West Central Behavioral Health 9 Hanover Street, Suite 2  Lebanon NH 03766		<b>INSURER(S) AFFORDING COVERAGE</b> NAIC # <b>INSURER A:</b> Technology Insurance Company, Inc. 42376 <b>INSURER B:</b> _____ <b>INSURER C:</b> _____ <b>INSURER D:</b> _____ <b>INSURER E:</b> _____ <b>INSURER F:</b> _____	

**COVERAGES**

CERTIFICATE NUMBER: 18-19 Workers Comp

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <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 <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	TWC3637727	6/1/2018	6/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L EACH ACCIDENT \$ 500,000 E.L DISEASE - EA EMPLOYEE \$ 500,000 E.L DISEASE - POLICY LIMIT \$ 500,000

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

**CERTIFICATE HOLDER****CANCELLATION**

NH DHHS  
 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

James Hays/GMATH 

© 1988-2014 ACORD CORPORATION. All rights reserved.

# WEST CENTRAL BEHAVIORAL HEALTH

AFFILIATE OF THE DEPARTMENT OF PSYCHIATRY, GEISEL SCHOOL OF MEDICINE AT DARTMOUTH

## *Mission*

West Central Behavioral Health's mission is to reduce the burden of mental illness and to improve the quality of life in our community. We commit ourselves to provide services that are safe, effective, client-centered, timely and efficient.

**West Central Services, Inc.  
d/b/a West Central Behavioral Health**

**FINANCIAL STATEMENTS**

**June 30, 2017**

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
TABLE OF CONTENTS  
June 30, 2017

	Page
INDEPENDENT AUDITOR'S REPORT	
FINANCIAL STATEMENTS	
Statements of Financial Position	1
Statements of Activities and Changes in Net Assets	2
Statements of Cash Flows	3
Notes to Financial Statements	4
SUPPLEMENTARY INFORMATION	
Analysis of Accounts Receivable	14
Analysis of BBH Revenues and Receivables	15
Statement of Functional Revenues	16
Statement of Functional Expenses	17



**Kittell Branagan & Sargent**

*Certified Public Accountants*

Vermont License # 167

## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors  
West Central Services, Inc.  
d/b/a West Central Behavioral Health

We have audited the accompanying financial statements of West Central Services, Inc. d/b/a West Central Behavioral Health (a nonprofit organization) which comprise the statement of financial position as of June 30, 2017 and 2016, and the related statement of activities and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

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

### **Auditor's Responsibility**

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

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

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

## Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of West Central Services, Inc. d/b/a West Central Behavioral Health as of June 30, 2017 and 2016, 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.

## Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on pages 14-17 is presented for purposes of additional analysis and is not a required part of the 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 financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the 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 financial statements as a whole.

*Kittell, Braragan + Sargent*

St. Albans, Vermont  
September 7, 2017

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
STATEMENTS OF FINANCIAL POSITION  
June 30,

ASSETS

	<u>2017</u>	<u>2016</u>
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 646,161	\$ 570,112
Investments	418,213	378,630
Restricted cash	124,189	108,175
Accounts receivable - trade, net	476,120	654,172
Accounts receivable - other	158,492	100,185
Due from affiliates	656	105
Prepaid expenses	<u>92,422</u>	<u>151,677</u>
<b>TOTAL CURRENT ASSETS</b>	<u>1,916,253</u>	<u>1,963,056</u>
PROPERTY AND EQUIPMENT, net	<u>688,045</u>	<u>655,123</u>
<b>OTHER ASSETS</b>		
Investment	100,893	86,520
Deposits	<u>26,417</u>	<u>25,842</u>
<b>TOTAL OTHER ASSETS</b>	<u>127,310</u>	<u>112,362</u>
<b>TOTAL ASSETS</b>	<u>\$ 2,731,608</u>	<u>\$ 2,730,541</u>

LIABILITIES AND NET ASSETS

<b>CURRENT LIABILITIES</b>		
Line of credit	\$ 219,445	\$ 394,297
Accounts payable	67,974	63,590
Accrued payroll and related expenses	178,394	29,860
Deferred revenue	81,461	89,123
Deposits and other current liabilities	12,762	16,802
Current portion of long-term debt payable	106,862	71,914
Current portion of capital lease obligations	<u>-</u>	<u>781</u>
<b>TOTAL CURRENT LIABILITIES</b>	666,898	666,367
LONG-TERM DEBT, less current portion above	<u>676,039</u>	<u>689,824</u>
<b>TOTAL LIABILITIES</b>	<u>1,342,937</u>	<u>1,356,191</u>
<b>NET ASSETS</b>		
Temporarily restricted	4,000	8,000
Unrestricted	<u>1,384,671</u>	<u>1,366,350</u>
<b>TOTAL NET ASSETS</b>	<u>1,388,671</u>	<u>1,374,350</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 2,731,608</u>	<u>\$ 2,730,541</u>

See Accompanying Notes to Financial Statements



West Central Services, Inc.  
d/b/a West Central Behavioral Health  
STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS  
For the Years Ended June 30,

	2017			2016
	Unrestricted Funds	Temporarily Restricted Funds	All Funds	
<b>PUBLIC SUPPORT AND REVENUES</b>				
Public support:				
Federal	\$ -	\$ -	\$ -	\$ 32,565
State of New Hampshire Bureau of Behavioral Health	329,365	-	329,365	328,471
Contracted services and other public support	981,023	-	981,023	1,076,142
In-Kind support	<u>22,005</u>	<u>-</u>	<u>22,005</u>	<u>46,195</u>
Total public support	<u>1,332,393</u>	<u>-</u>	<u>1,332,393</u>	<u>1,483,373</u>
Revenues:				
Program service fees	8,360,696	-	8,360,696	8,011,626
Rental income	152,854	-	152,854	151,500
Other revenue	87,950	-	87,950	64,199
Net assets released from restriction	<u>4,000</u>	<u>(4,000)</u>	<u>-</u>	<u>-</u>
Total revenues	<u>8,605,500</u>	<u>(4,000)</u>	<u>8,601,500</u>	<u>8,227,325</u>
<b>TOTAL PUBLIC SUPPORT AND REVENUES</b>	<u>9,937,893</u>	<u>(4,000)</u>	<u>9,933,893</u>	<u>9,710,698</u>
<b>EXPENSES</b>				
State of New Hampshire Bureau of Behavioral Health funded program services:				
Adult Maintenance	3,363,445	-	3,363,445	3,450,289
Adult Vocational	152,849	-	152,849	191,113
Children	3,463,499	-	3,463,499	3,285,027
ACT Team	557,791	-	557,791	325,638
Emergency services	549,537	-	549,537	513,830
Housing services	1,169,633	-	1,169,633	1,049,370
Non-eligibles	378,134	-	378,134	455,751
Other Non-BBH funded program services	<u>326,281</u>	<u>-</u>	<u>326,281</u>	<u>452,579</u>
<b>TOTAL EXPENSES</b>	<u>9,961,169</u>	<u>-</u>	<u>9,961,169</u>	<u>9,723,597</u>
<b>CHANGE IN NET ASSETS FROM OPERATING ACTIVITIES</b>	<b>(23,276)</b>	<b>(4,000)</b>	<b>(27,276)</b>	<b>(12,899)</b>
<b>OTHER INCOME</b>				
Investment Income	<u>41,597</u>	<u>-</u>	<u>41,597</u>	<u>14,715</u>
<b>INCREASE (DECREASE) IN NET ASSETS</b>	<b>18,321</b>	<b>(4,000)</b>	<b>14,321</b>	<b>1,816</b>
NET ASSETS, beginning of year	<u>1,366,350</u>	<u>8,000</u>	<u>1,374,350</u>	<u>1,372,534</u>
NET ASSETS, end of year	<u>\$ 1,384,671</u>	<u>\$ 4,000</u>	<u>\$ 1,388,671</u>	<u>\$ 1,374,350</u>

See Accompanying Notes to Financial Statements

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
STATEMENTS OF CASH FLOWS  
For the Years Ended June 30,

	<u>2017</u>	<u>2016</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in net assets	\$ 14,321	\$ 1,816
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation	66,437	64,392
Unrealized gain on investment in partnership	(14,373)	(1,112)
(Increase) decrease in the following assets:		
Accounts receivable - trade	178,052	(221,807)
Accounts receivable - other	(58,307)	51,364
Due from affiliates	(551)	163
Prepaid expenses	59,255	(63,623)
Restricted Cash	(16,014)	(8,713)
Security Deposits	(575)	-
Increase (decrease) in the following liabilities:		
Accounts payable	4,384	(94,244)
Accrued payroll and related expenses	148,534	1,795
Deferred revenue	(7,662)	(44,153)
Deposits and other current liabilities	(4,040)	(3,070)
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	<u>369,461</u>	<u>(317,192)</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchases of property and equipment	(99,364)	(72,457)
Investment activity, net	(39,583)	(14,103)
NET CASH USED IN INVESTING ACTIVITIES	<u>(138,947)</u>	<u>(86,560)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Proceeds on line of credit	6,002,679	4,843,646
Repayment on line of credit	(6,177,526)	(4,449,349)
Proceeds from issuance of debt	100,000	-
Repayment of notes payable	(78,837)	(127,609)
Payments on capital lease obligations	(781)	(2,746)
NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES	<u>(154,465)</u>	<u>263,942</u>
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	76,049	(139,810)
CASH AND CASH EQUIVALENTS, Beginning of year	<u>570,112</u>	<u>709,922</u>
CASH AND CASH EQUIVALENTS, End of year	<u>\$ 646,161</u>	<u>\$ 570,112</u>
<b>SUPPLEMENTAL DISCLOSURE</b>		
Cash paid during the year for interest	<u>\$ 21,326</u>	<u>\$ 20,305</u>

See Notes to Accompanying Financial Statements

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2017

NOTE 1      SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

West Central Services, Inc. d/b/a West Central Behavioral Health (the Center) is a not-for-profit corporation, organized under New Hampshire law to provide services in the areas of mental health and related non-mental health programs; it is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code (Code). In addition, the Center qualifies for the charitable contribution deduction under Section 170(b)(1)(a) and has been classified as an organization that is not a private foundation under Section 509(a)(2).

Income Taxes

The Center is exempt from federal income tax under Internal Revenue Code Section 501(c)(3) and is not a private foundation. Therefore no provision for income tax expense has been reflected in these financial statements.

Consideration has been given to uncertain tax positions. The federal income tax returns for the years ended after June 30, 2014 remain open for potential examination by major tax jurisdictions generally for three years after they were filed.

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents

The Center considers cash on hand, cash in banks and all highly liquid debt instruments purchased with a maturity of three months or less to be cash and cash equivalents.

Accounts Receivable

Accounts receivable are recorded based on the amount billed for services provided, net of respective allowances.

Policy for Evaluating Collectability of Accounts Receivable

In evaluating the collectability of accounts receivable, the Center analyzes past results and identifies trends for each major payer source of revenue for the purpose of estimating the appropriate amounts of the allowance for doubtful accounts. Data in each major payer source is regularly reviewed to evaluate the adequacy of the allowance for doubtful accounts. Specifically, for receivables relating to services provided to clients having third-party coverage, an allowance for doubtful accounts and a corresponding provision for bad debts are established for amounts outstanding for an extended period of time and for third-party payers experiencing financial difficulties; for receivables relating to self-pay clients, a provision for bad debts is made in the period services are rendered based on experience indicating the inability or unwillingness of clients to pay amounts for which they are financially responsible.

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2017

NOTE 1           SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Based on management's assessment, the Center provides for estimated uncollectible amounts through a charge to earnings and a credit to a valuation allowance. Balances that remain outstanding after the Center has used reasonable collection efforts are written off through a change to the valuation allowance and a credit to accounts receivable.

Policy for Evaluating Collectability of Accounts Receivable (continued)

During 2017, the Center increased its estimated percentage in the allowance for doubtful accounts from 19% to 36% of the total patient receivables. The allowance for doubtful accounts increased to \$265,219 as of June 30, 2017 from \$155,441 as of June 30, 2016.

Property and Equipment

All property and equipment is recorded at cost, or estimated fair value at date of acquisition. The Center follows the policy of charging to costs and expenses annual amounts of depreciation, which allocates the cost of property and equipment over estimated useful lives. The Center has a policy of capitalizing assets with a cost in excess of \$1,000 and a life greater than one year. The Center uses the straight-line method for determining the annual charge for depreciation. Asset lives range from 2-40 years.

Expenditures for repairs and maintenance are expensed when incurred and betterments are capitalized.

The Center reviews the carrying value of property and equipment for impairment whenever events and circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. In cases where undiscounted expected future cash flows are less than the carrying value, an impairment loss is recognized equal to an amount by which the carrying value exceeds the fair value of assets. The factors considered by management in performing this assessment include current operating results, trends and prospects, as well as the effects of obsolescence, demand, competition and other economic factors.

Client Service Revenue

The Center recognizes client service revenue relating to services rendered to clients that have third-party payer coverage and are self-pay. The Center receives payment from Medicare, Medicaid and Insurance Companies at defined rates for services to clients covered by such third-party payer programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when received. For services rendered to uninsured clients (i.e., self-pay clients), revenue is recognized on the basis of standard or negotiated discounted rates. At the time services are rendered to self-pay clients, a provision for bad debts is recorded based on experience and the effects of newly identified circumstances and trends in pay rates. Client service revenue (net of contractual allowances and discounts but before taking account of the provision for bad debts) recognized during the year ended June 30, 2017 totaled \$8,360,696, of which \$8,059,355 was revenue from third-party payers and \$301,341 was revenue from self-pay clients.

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2017

NOTE 1      SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Third-Party Contractual Arrangements

A significant portion of patient revenue is derived from services to patients insured by third-party payers. The Center receives payment from Medicare, Medicaid, Blue Cross and other third-party payers at defined rates for services rendered to patients covered by these programs. The difference between the established billing rates and the actual rate of payment is recorded as allowances when received and/or billed. A provision for estimated contractual allowances is provided on outstanding patient receivables at the balance sheet date.

State Grants

The Center receives a number of grants from and has entered into various contracts with the State of New Hampshire related to the delivery of mental health services.

Functional Allocation of Expenses

The costs of providing the various programs and other activities has been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Vacation Pay and Fringe Benefits

Annual vacation allotments are granted in full to employees at the beginning of the fiscal year and are to be utilized by June 30th; unused time is forfeited. Fringe benefits are allocated to the appropriate program expense based on the percentage of actual time spent on the program.

Advertising

Advertising costs are expensed to operating expenses as incurred. Advertising expense for the years ended June 30, 2017 and 2016 was \$11,556 and \$9,704, respectively.

Concentration of Credit Risk

The Center maintains cash balances at several financial institutions. Accounts at financial institutions are insured by the Federal Deposit Insurance Corporation up to \$250,000. At times throughout the year, cash balances with these institutions exceed that amount. The Center has not incurred any losses related to uninsured cash.

NOTE 2      CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS

The Center has agreements with third-party payors that provide payments to the Center at established rates. These payments include:

New Hampshire and Managed Medicaid

The Center is reimbursed for services from the State of New Hampshire and Managed Care Organizations for services rendered to Medicaid clients on the basis of fixed fee for service rates.

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2017

NOTE 2 CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS (continued)

Approximately 85% of program service fees is from participation in the State and Managed Care Organization sponsored Medicaid programs for the year ended June 30, 2017. Laws and regulations governing the Medicaid programs are complex and subject to interpretation and change. As a result, it is reasonably possible that recorded estimates could change materially in the near term.

NOTE 3 ACCOUNTS RECEIVABLE

Fee for service accounts receivable of the Center consisted of the following at June 30:

	<u>2017</u>	<u>2016</u>
ACCOUNTS RECEIVABLE - TRADE		
Medicaid receivable	\$ 339,922	\$ 524,514
Due from clients	184,098	72,432
Receivable from insurance companies	128,460	131,154
Medicare receivable	<u>88,859</u>	<u>81,513</u>
	741,339	809,613
Allowance for doubtful accounts and estimated contractual allowances	<u>(265,219)</u>	<u>(155,441)</u>
 TOTAL ACCOUNTS RECEIVABLE - TRADE	 <u>\$ 476,120</u>	 <u>\$ 654,172</u>

Other accounts receivable of the Center consisted of the following at June 30:

	<u>2017</u>	<u>2016</u>
ACCOUNTS RECEIVABLE - OTHER		
Various contracts	\$ 95,967	\$ 96,173
Rents	650	(1,985)
Bureau of Behavioral Health	58,320	4,552
Other	<u>3,555</u>	<u>1,445</u>
 TOTAL ACCOUNTS RECEIVABLE - OTHER	 <u>\$ 158,492</u>	 <u>\$ 100,185</u>

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2017

NOTE 4 PROPERTY AND EQUIPMENT

The Center had property and equipment consisting of the following at June 30:

	<u>2017</u>	<u>2016</u>
Land	\$ 20,695	\$ 20,695
Building and improvements	778,727	778,727
Furniture, fixtures and equipment	586,458	431,320
Vehicles	21,375	21,375
Project in Progress	-	55,168
	1,407,255	1,307,285
Accumulated depreciation	(719,210)	(652,162)
Net book value	\$ 688,045	\$ 655,123

Depreciation expense for the years ended June 30, 2017 and 2016 was \$66,437 and \$64,392, respectively.

NOTE 5 INVESTMENTS

The Center has invested funds in various mutual funds with The Vanguard Group. The approximate breakdown of these investments are as follows at June 30,:

<u>2017</u>	<u>Cost</u>	<u>Unrealized Gain (Loss)</u>	<u>Market Value</u>
Equity Funds	\$ 324,336	\$ 93,877	\$ 418,213
 <u>2016</u>	 <u>Cost</u>	 <u>Unrealized Gain (Loss)</u>	 <u>Market Value</u>
Equity Funds	\$ 316,444	\$ 62,186	\$ 378,630

Investment income consisted of the following at June 30,:

	<u>2017</u>	<u>2016</u>
Interest and dividends	\$ 9,906	\$ 7,866
Unrealized gains	31,691	6,849
	\$ 41,597	\$ 14,715

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2017

NOTE 5 INVESTMENTS (continued)

Other Investments consisted of the following at June 30:

	<u>2017</u>	<u>2016</u>
Investments in Behavioral Information Systems, LLC	<u>\$ 100,893</u>	<u>\$ 86,520</u>

The Center entered into a joint venture with another New Hampshire Community Mental Health Center. Under the terms of the venture, the Center invested \$88,625 for a 50% interest in the new company, Behavioral Information Systems, LLC (BIS). The investment is being accounted for under the equity method. Accordingly, 50% of the BIS operating activity for the year is reflected on the books of the Center. The Center's recorded operating gains for the years ended June 30, 2017 and 2016 was \$14,373 and \$1,112, respectively.

NOTE 6 FAIR VALUE MEASUREMENTS

Professional accounting standards established a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described below:

**Basis of Fair Value Measurement**

- Level 1 Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities;
- Level 2 Quoted prices in markets that are not considered to be active or financial instruments for which all significant inputs are observable, either directly or indirectly.
- Level 3 Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

All investments are categorized as Level 1 and recorded at fair value, as of June 30, 2017. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.



West Central Services, Inc.  
d/b/a West Central Behavioral Health  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2017

NOTE 7 DEFERRED REVENUE

The Center's deferred revenue consisted of the following at June 30:

	<u>2017</u>	<u>2016</u>
Paddle Power Advanced Payments	\$ 16,215	\$ 17,042
Operational Funding	65,000	65,000
In-Shape Grant	-	3,835
Other contracts	<u>246</u>	<u>3,246</u>
	<u>\$ 81,461</u>	<u>\$ 89,123</u>

NOTE 8 LONG-TERM DEBT

Long-term debt consisted of the following at June 30:

	<u>2017</u>	<u>2016</u>
Rivermill Housing leasehold note payable, 0% interest, principal only payment of \$5,000 made annually, due July 2019	\$ 10,000	\$ 15,000
Mascoma Term Loan, 4.0% interest, principal and interest payments of \$6,130 made monthly, due April 2019	129,835	196,738
Mascoma Term Loan, 4.0% interest, principal and interest payments of \$2,953 made monthly, due April 2020	94,754	-
Affordable Housing Fund, 0% interest, 30 years, payment based on 50% surplus cash flow from High Street property, due September 2034.	<u>548,312</u>	<u>550,000</u>
	782,901	761,738
Less: Current portion	<u>(106,862)</u>	<u>(71,914)</u>
	<u>\$ 676,039</u>	<u>\$ 689,824</u>

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2017

NOTE 8 LONG-TERM DEBT

Aggregate principal payments on long-term debt due within the next five years and in the aggregate are as follows:

June 30,		
2018	\$	106,862
2019		98,737
2020		28,989
2021		-
2022		-
Thereafter		548,313
Total	\$	782,901

Interest expense was \$21,326 and \$20,305 for the years ended June 30, 2017 and 2016, respectively.

NOTE 9 LINE OF CREDIT

As of June 30, 2017 and 2016, the Center had available a line of credit with maximum amounts available of \$500,000, and collateralized by all property and the investment account held with Vanguard. The amount available is limited to 75% of receivables less than 90 days old. As of June 30, 2017 and 2016, the outstanding balance was \$219,445 and \$394,297 respectively. The effective interest rate at June 30, 2017 and 2016 was 4.50% and 4.00%, respectively. The line of credit expires in March 2018.

NOTE 10 RELATED PARTY TRANSACTIONS

Behavioral Information Systems, LLC (BIS)

The Center is a 50% owner in BIS for which it contracts for management information systems and information technology support. During 2017 and 2016, the Center paid BIS \$34,603 and \$20,658, respectively, for services rendered. At June 30, 2017 and 2016, the Center owed BIS \$3,487 and \$750, respectively, for current services.

The Center from time to time provides advances to BIS for payroll and other operating costs for which BIS reimburses the Center. As of June 30, 2017 and 2016, BIS owed the Center \$656 and \$268, respectively, for advances that had not been repaid.

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2017

NOTE 10 RELATED PARTY TRANSACTIONS (continued)

Valley Behavioral Healthcare, LLC

The Center formed a New Hampshire limited liability company on September 30, 2004 of which the Center owns a 100% interest. Valley Behavioral Healthcare, LLC contracts with The Geisel School of Medicine at Dartmouth to provide behavioral health services over which the Center maintains no control. During 2017 and 2016, the LLC provided administrative services to the Geisel School of Medicine at Dartmouth for which it generated gross revenue of \$1,794 and \$21,526, respectively. The relationship terminated in September, 2016.

The Geisel School of Medicine at Dartmouth

The Center contracts with The Geisel School of Medicine at Dartmouth (Geisel) for a variety of services including administrative and clinical personnel. During fiscal years ended June 30, 2017 and 2016 the Center paid \$240,033 and \$293,727, respectively.

NOTE 11 EMPLOYEE RETIREMENT PLAN

The Center maintains a tax deferred employee retirement plan for its employees. The plan is a defined contribution plan that covers substantially all full-time employees who meet certain eligibility requirements. During the years ended June 30, 2017 and 2016, there were no employer contributions to this retirement plan.

NOTE 12 CONCENTRATIONS OF CREDIT RISK

The Center grants credit without collateral to its clients, most of whom are area residents and are insured under third-party payer agreements. The mix of receivables due from clients and third-party payers is as follows:

	<u>2017</u>	<u>2016</u>
Due from clients	25 %	9 %
Insurance companies	17	16
Medicaid	46	65
Medicare	<u>12</u>	<u>10</u>
	<u>100 %</u>	<u>100 %</u>

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2017

NOTE 13 OPERATING LEASES

The Center leases real estate under various operating leases. Minimum future rental payments under non-cancelable operating leases as of June 30, 2017 for each of the next five years and in the aggregate are:

<u>June 30,</u>	
2018	\$ 589,261
2019	479,961
2020	201,041
2021	161,518
2022	135,902
Thereafter	<u>-</u>
	<u>\$1,567,683</u>

Total rent expense for the years ended June 30, 2017 and 2016, including rent expense for leases with the remaining term of one year or less, was \$663,767 and \$647,843, respectively.

NOTE 14 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center has evaluated subsequent events through September 7, 2017, which is the date these financial statements were available to be issued. All subsequent events requiring recognition as of June 30, 2017, have been incorporated into the basic financial statements herein.

## SUPPLEMENTARY INFORMATION

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
**ANALYSIS OF ACCOUNTS RECEIVABLE**  
For the Year Ended June 30, 2017

	<u>Accounts Receivable Beginning of Year</u>	<u>Gross Fees</u>	<u>Contractual Allowances and Other Discounts Given</u>	<u>Cash Receipts</u>	<u>Accounts Receivable End of Year</u>
CLIENT FEES	\$ 72,432	\$ 2,085,683	\$ (1,784,342)	\$ 189,675	\$ 184,098
OTHER INSURANCE	131,154	728,680	(176,713)	554,661	128,460
MEDICAID	524,514	7,944,753	(879,578)	7,249,767	339,922
MEDICARE	<u>81,513</u>	<u>696,123</u>	<u>(253,910)</u>	<u>434,867</u>	<u>88,859</u>
TOTAL	<u>\$ 809,613</u>	<u>\$ 11,455,239</u>	<u>\$ (3,094,543)</u>	<u>\$ 8,428,970</u>	<u>\$ 741,339</u>

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
**ANALYSIS OF BUREAU OF BEHAVIORAL HEALTH REVENUES AND RECEIVABLES**  
For the Year Ended June 30, 2017

	<u>Receivable (Deferred Income) From BBH Beginning of Year</u>	<u>BBH Revenues Per Audited Financial Statements</u>	<u>Receipts for Year</u>	<u>Receivable (Deferred Income) From BBH End of Year</u>
CONTRACT YEAR, June 30, 2017	\$ 4,552	\$ 329,365	\$ (275,597)	\$ 58,320

Analysis of Receipts

<u>Date of Receipt Deposit Date</u>	<u>Amount</u>
07/19/16	\$ 4,547
09/14/16	26,073
10/04/16	26,073
11/02/16	26,073
11/23/16	1,024
11/02/16	26,073
12/21/16	2,974
12/31/16	7,323
01/05/17	26,073
01/11/17	1,040
01/18/17	1,040
02/17/17	18,750
02/22/17	813
03/08/17	26,073
03/22/17	764
04/07/17	26,073
04/25/17	731
05/05/17	26,073
05/26/17	878
06/08/17	26,073
06/20/17	1,056
	<u>\$ 275,597</u>

Comparative Totals for 2010

<u>Total Agency</u>	<u>Total Admin.</u>	<u>Total Programs</u>	<u>Adult Maintenance</u>	<u>Adult Vocational</u>	<u>Children</u>	<u>ACT Team</u>	<u>Emergency</u>	<u>Housing</u>	<u>Non-Eligibl</u>
\$ 301,341	\$ -	301,341	\$ 127,161	2,665	\$ 98,925	\$ 16,954	\$ 15,624	\$ 5,384	\$ 32,687
7,065,175	-	7,065,175	2,011,669	92,726	3,370,854	352,067	122,765	1,006,525	92,244
442,213	-	442,213	370,675	16	5,105	17,514	(22,430)	2,672	67,341
551,967	-	551,967	121,245	(1)	250,821	10,078	31,769	525	141,488
49,010	-	49,010	17,154	490	22,055	980	490	5,391	1,965
390,035	5,000	385,035	96,275	2,739	133,235	5,477	83,492	30,124	30,950
22,005	-	22,005	-	-	-	-	22,005	-	-
25,885	-	25,885	-	-	25,885	-	-	-	-
-	-	-	-	-	-	-	-	-	-
329,365	-	329,365	(1)	-	-	225,000	87,877	-	-
516,093	-	516,093	77,789	-	47,829	14,500	166,002	-	125,250
152,854	-	152,854	-	-	-	-	-	152,854	-
87,950	53,465	34,485	3,023	3,142	2,209	188	25,141	555	2,300
9,933,893	58,465	9,875,428	2,824,990	101,777	3,956,918	642,758	532,735	1,204,030	492,100
-	(58,465)	58,465	20,463	585	26,309	1,169	585	6,430	2,300
<u>\$ 9,933,893</u>	<u>\$ -</u>	<u>\$ 9,933,893</u>	<u>\$ 2,845,453</u>	<u>\$ 102,362</u>	<u>\$ 3,983,227</u>	<u>\$ 643,927</u>	<u>\$ 533,320</u>	<u>\$ 1,210,460</u>	<u>\$ 494,400</u>



Total Agency	Total Admin.	Total Programs	Adult Maintenance	Adult Vocational	Children	ACT Team	Emergency	Housing	Non-E
\$ 6,479,023	\$ 420,218	\$ 6,058,805	\$ 2,094,788	96,451	\$ 2,154,802	\$ 313,861	\$ 297,761	\$ 635,672	\$
701,048	32,635	668,413	238,780	17,351	261,808	26,657	18,174	61,356	
455,331	49,247	406,084	143,157	6,369	141,141	20,532	18,902	43,415	
336,960	30,070	306,890	145,977	2,294	72,406	22,952	21,064	27,316	
28,138	14,152	13,986	5,876	14	5,446	1,079	269	878	
663,767	19,435	644,332	220,832	8,773	238,147	31,469	25,443	84,754	
68,614	-	68,614	10,775	414	14,158	1,223	1,155	39,135	
74,097	1,047	73,050	22,351	1,291	24,684	3,848	3,691	15,227	
36,000	-	36,000	-	-	-	-	-	36,000	
159,154	-	159,154	60,401	406	61,886	4,121	3,475	12,731	
57,372	11,563	45,809	13,711	566	17,078	1,796	1,602	9,395	
40,272	1,791	38,481	3,802	407	9,479	681	119	23,819	
18,307	6,403	11,904	5,805	319	2,647	957	958	696	
64,333	-	64,333	18,961	641	20,136	6,525	5,884	7,813	
66,437	2,479	63,958	13,608	1,344	13,014	3,586	3,587	26,537	
11,556	5,203	6,353	2,223	64	2,858	127	64	699	
27,927	-	27,927	7,986	276	8,310	2,979	2,710	3,228	
64,794	11,177	53,617	13,414	557	19,775	3,093	7,290	7,585	
16,782	5,706	11,076	4,087	172	4,920	504	580	362	
120,520	5,564	114,956	38,237	3,872	43,553	18,281	3,024	4,609	
106,181	-	106,181	29,574	1,020	30,594	11,218	10,198	16,438	
34,350	-	34,350	9,817	338	10,231	3,690	3,770	4,144	
308,201	66,297	241,904	61,377	3,080	99,406	6,610	31,799	28,461	
22,005	-	22,005	-	-	-	-	22,005	-	
9,961,169	682,987	9,278,182	3,165,539	146,019	3,256,479	485,789	483,524	1,090,270	
-	(682,987)	682,987	197,906	6,830	207,020	72,002	66,013	79,363	
<u>\$ 9,961,169</u>	<u>\$ -</u>	<u>\$ 9,961,169</u>	<u>\$ 3,363,445</u>	<u>\$ 152,849</u>	<u>\$ 3,463,499</u>	<u>\$ 557,791</u>	<u>\$ 549,537</u>	<u>\$ 1,169,633</u>	<u>\$</u>

# WEST CENTRAL BEHAVIORAL HEALTH

AFFILIATE OF THE DEPARTMENT OF PSYCHIATRY, GEISEL SCHOOL OF MEDICINE AT DARTMOUTH

## Board of Directors Members Roster FY 2018

Chair

Peter Bleyler

Vice Chair

Patricia R. Warren, Vice Chairman

Secretary/Treasurer

Anne Page

Brooke Adler

Clinton Bean

Terri Crate

Angela Montano

Lawrence Schissel, MD

Sheila Shulman

Professor Phillip Stocken

August Ventura

Douglas Williamson, MD

Ex-Officio

Alan I. Green, MD

Ex-Officio

Suellen Griffin, MSN

Ex-Officio

Diane Roston, MD

**Curriculum Vitae**  
**Suellen M. Griffin**

**Professional Experience**

**West Central Behavioral Health, Lebanon, NH**

**10/2007 – Present**

*President/CEO*

Responsible for the overall planning, organizing, directing and evaluating of services at West Central Behavioral Health (WCBH). Services include the provision of mental health and substance abuse services to members of the community. The organization has approximately 156 employees and a 10 million dollar operating budget.

Specific responsibilities include:

- Act as ex-officio voting member of the Board of Directors.
- Manage the organization's financial resources including the annual preparation of the organization's budget.
- Coordinate the programs and services of WCBH with other health and human service providers within the community.
- Participate in state and regional planning including but not limited to the provision of Behavioral Health Services.
- Prepare and present the Agency's Annual Report.
- Develop a strategic plan for the organization.
- Locate and develop revenue sources.
- Act as a liaison between the organization and other groups such as the New Hampshire Bureau of Behavioral Health, Dartmouth Medical School, Department of Psychiatry and Dartmouth-Hitchcock Medical Center

**Saint Vincent Catholic Medical Centers, New York, NY**

**9/2000 – 2/2007**

*Vice President-Operations and Nursing*

Behavioral Health Service Division

Responsible for all inpatient and ambulatory behavioral health services within an eight-hospital system. Programs are located in Brooklyn, Queens, Manhattan, Staten Island and Westchester. There are 407 inpatient beds and 65 OMH or OASAS licensed ambulatory programs. Oversaw program development, budgets, regulatory reviews, staff education and quality improvement for all programs. The programs have an overall revenue base of 135 million dollars.

- Developed a system-wide Quality Improvement plan spanning all programs and regions. Received the Pinnacle Award for Quality Improvement from HANYS in 2004.
- Developed new services within units and programs to meet the community needs, e.g. Latino mental health and substance abuse services were started in several programs in Westchester and Manhattan.
- Established and implemented productivity standards across BHS system and assured compliance with these standards.
- Established a monitoring system for all inpatient units to assure compliance with established policies.
- Participated in and successfully negotiated several different union contracts, NYSNA and 1199, across the SVCMC system.

- Opened and operated a 19 bed substance abuse detoxification unit in an acute care facility with \$5,303,074 in revenue and a \$2,003,052 contribution margin.
- Designed and operated a 21 bed psychiatric inpatient unit serving the dually diagnosed population of Mentally Ill/Mentally Retarded and Developmentally Disabled with a \$3,983,709 increase in revenue and a \$971,305 contribution margin.
- Designed and operated a 24 bed psychiatric inpatient unit with a revenue base of \$4,773,377 and a contribution margin of \$1,008,761.
- Opened a 10 bed detoxification unit with \$2,813,847 in revenue and a \$591,706 contribution margin.
- Actively participated with the Board of Directors of the Maxwell Institute, a substance abuse program, to raise over \$100,000 per year to support the program.
- Established and implemented productivity standards across BHS system to produce a positive bottom-line.

**St. Vincent's Hospital, Harrison, NY and West 12<sup>th</sup> Street, New York, NY 11/1999 – 9/2000**

*Vice President-Clinical Service, Harrison and  
Director, Patient Care Services Manhattan*

**St. Vincent's Hospital, Harrison, NY**

*Vice President-Clinical Services*

*Vice President, Ambulatory Services*

*Administrative Director, Outpatient Department*

*Assistant Director, Outpatient Mental Health Services*

*Referral Coordinator/Therapist*

*Inpatient Psychiatry*

**2/1976 – 10/1999**

11/1998 – 10/1999

7/1996 – 11/1998

10/1994 – 7/1996

7/1994 – 10/1994

10/1993 – 7/1994

2/1976 – 10/1993

**Cochran School of Nursing, St. John's Hospital, Yonkers, NY**

*Adjunct Clinical Instructor*

Provided clinical instruction in Psychiatric/Mental Health Nursing for nursing students.

**8/1993 – 12/1995**

**United States Army Reserve**

*Captain-United States Army Reserve*

Responsible for skills assessment and training of nursing personnel for the 815<sup>th</sup> Station Hospital, Bronx, NY and the 344<sup>th</sup> General Hospital, Queens, NY.

**8/1990 – 3/2000**

Senior Officer responsible for all aspects of Finance Department – 344<sup>th</sup> General Hospital, Queens, NY.

**Department of Psychiatry, Geisel School of Medicine, Hanover, NH**

*Faculty*

*Adjunct Instructor in Psychiatry*

*Lecturer in Psychiatry*

**10/2007 – Present**

7/2015 – Present

10/2007 – 6/2015

**Education**

**MHCDS**

**Dartmouth College**

**2015**

Masters of Health Care Delivery Science

**MSN**

**Yale University, New Haven, CT**

**1992**

Masters in Adult Psychiatric/Mental Health Nursing

Sigma Theta Tau Honor Society

<b>BBA</b>	<b>Pace University, Pleasantville, NY</b> Bachelor of Business Administration Alpha Chi Honor Society	<b>1987</b>
<b>Diploma</b>	<b>St. Mary's School of Nursing, Amsterdam, NY</b> Registered Nurse	<b>1976</b>

**Licenses:**

Registered Nurse: Connecticut and New York State  
Psychiatric Nurse Practitioner: New York State

**Activities, Honors and Leadership**

Fellow of the American College of Healthcare Executives, FACHE	2007 - Present
New Hampshire Governor's Commission on PTSD and TBI	9/2013 – Present
Rotary Club of Lebanon, NH	President, 7/2017 – Present Member, 2010 – Present
New Hampshire Community Behavioral Health Association	President, 7/2015 – Present Member, 10/2007 – Present
Sigma Theta Tau Honor Society, Delta Mu Chapter Alpha Chi Honor Society	

**Board Memberships**

St Philip the Apostle Foundation	02/2005
Good Counsel Daystar Program.	04/2007
Library Arts Center, Newport, NH	2013 – Present
National Alliance for the Mentally Ill, State Chapter, Concord, NH	Vice-President, 7/2015 – 6/2017 Member, 2011 – 2017

**Research**

*Chronic Medical Illness as it Relates to Major Depressive Disorder*, Yale University, 1992  
(unpublished Master Thesis)

# ROBERT GONYO



## EXPERIENCE

**Accounting Manager**  
**Lake Sunapee Bank**  
**Newport, New Hampshire**

**2014 – Present**

- Responsible for managing the Accounting Department of a 1.6 billion dollar community bank with 35 branch locations within New Hampshire and Vermont to insure optimum accuracy, efficiency, and delivery of services.
- Work with external and internal auditors to provide accounting related documentation needed for audits.
- Review and approve the distribution of checks issued by Accounts Payable.
- Manage monthly recurring and non-recurring accruals and review of overall expenses.
- Prepare weekly filing of FR 2900, monthly calculation and filing of Vermont Sales & Use Tax return, quarterly filing of Vermont Bank Franchise Tax return and filing of annual reports with various Secretaries of State for 6 corporations.
- Responsible for accounting and reporting of \$188 million dollars of bank owned investments.
- Monitor and adjust pledged deposits weekly based on current market values of investments.
- Review and determine daily cash needs at Federal Reserve Bank with access to line of credit at Federal Home Loan Bank of Boston.
- Experience working with Jack Henry banking software and Fiserv investment software.
- Manage and direct a staff of 5 reporting directly to the Vice President and Director of Financial Reporting/Controller.

**Revenue Manager**  
**Lutheran Social Services / Ascentria Care Alliance**  
**Concord, New Hampshire**

**2013 – 2014**

- Responsible for the oversight of the accounts receivable billing and collections function for all subsidiaries.
- Oversee 7 direct reports providing leadership and coaching while holding direct staff accountable for accurate and timely completion of their duties.
- Monitor and manage any identified disruptions or delays within the revenue cycle.
- Determine and recommend general and specific reserves against bad debts and routinely analyze the collectability of receivables.
- Ensure departmental effectiveness and compliance with all third-party billing and collection requirements including eligibility and authorization functions.
- Maintain contact with program directors throughout the agency and external funding agencies in order to ensure proper management of all contracts and grants.
- Provide analysis of revenue contracts/grants to assist in making sure that revenue from contracts/grants are maximized.
- Experience with federal contracts, UFR categories for cost reimbursements, EIM billing and cost reimbursement billing processes and procedures.
- Knowledge of contract principles, laws, statutes, Executive Orders, regulations and procedures.

**Fiscal Director**  
**Community Alliance of Human Services**  
**Newport, New Hampshire**

**2008 – 2013**

- Responsible for all fiscal service operations including all monthly, quarterly and annual reporting requirements.
- Post all general ledger entries and reconcile all bank accounts.
- Oversee all accounts receivable (including Medicare, Medicaid & private pay billings), accounts payable, payroll and collection efforts.
- Responsible for preparing annual operating budgets for a multi company organization.
- Manage daily cash flow requirements.
- Implement internal controls in the areas of accounts payable, accounts receivable and payroll. Provided quarterly reporting requirements for various local, county, state and federal grants and

- assisted with grant writing proposals.
- Work with Board of Director's, management team and staff to provide financial analysis.
- Oversee annual certified audit.
- Perform monthly financial statement reviews with Directors.
- Implement accounting software upgrade and facilitated the moving of payroll processing from an external source to internal processing.
- Experienced EIV Coordinator for HUD subsidized 40 unit elderly housing complex.
- Responsible for completing annual Medicare Cost Report for a Home Health Agency.
- Manage and direct Staff Accountant.

**Revenue Control Accountant**  
**NFI North**  
**Contoocook, New Hampshire**

**2003 – 2008**

- Responsible for printing monthly cost center financial statements for 23 programs along with a corporate consolidation.
- Review bi-monthly billings for accuracy and tie revenue amounts back to program census.
- Member of Software Selection Committee charged with selecting a new client data management system for entire agency.
- Worked to set up finance module of new client data management system allowing a seamless transition to the new software.
- Produce monthly cash flow showing six months actual and six months projections.
- Update management team on a weekly basis of the cash flow status.
- Close and reconcile accounts receivable and post revenue to Great Plains general ledger monthly.
- Calculate allowance for doubtful accounts.
- Approve monthly reconciliation and weekly batches for accounts payable.
- Perform monthly budget reviews with Program Managers.
- Work with billing department to develop and institute rebilling and collection procedures.

**Controller**  
**Brattleboro Reformer / Town Crier**  
**Brattleboro, Vermont**

**2002 – 2003**

- Responsible for producing monthly financial statements for two publications.
- Produce weekly revenue and expense forecasts for the current month and monthly produce a rolling three months forecast.
- Developed inventory controls allowing daily updates of newsprint inventory levels.
- Provide corporate office with explanations of monthly revenue and expense budget variances. Work with circulation department to develop and institute collection procedures.
- Responsible for preparing annual operating budgets, filing of sales and use tax returns, reviewing and approving salesman commissions and accounts payable invoices.
- Work with management and staff to provide analysis and support.
- Produce daily production and revenue reports allowing management to quickly adjust and compensate for variances from expected results.
- Manage and direct staff in the areas of payroll, accounts receivable and credit & collections.

**Controller**  
**Merriam-Graves Corporation**  
**Charlestown, New Hampshire**

**1998 – 2002**

- Responsible for preparing monthly financial statements in a multi-corporate environment, providing financial support for 4 corporations including cost center financial statements for 34 multi state branch locations, corporate consolidations and monthly/quarterly reporting requirements.
- Manage daily cash flow and line of credit for all locations.
- Coordinated local banking relationships into a primary centralized corporate account for maximum utilization of funds.
- Worked in conjunction with the CFO to reorganize the corporate structure to create efficiencies and reduce costs.
- Provide analysis and support to all levels of management and staff.
- Ensure the accuracy of month-end closings and the integrity of the general ledger.

- Responsible for A/P, A/R, P/R, managing fixed assets, all state sales and use tax reporting and the preparation for the annual certified audit.
- Design and maintain internal controls, standardize internal policy and procedures throughout the company.
- Developed and instituted an internal branch audit system, providing an independent confirmation of inventories and cash management.
- Successfully integrated 5 acquisitions into the corporate financial structure.
- Direct a staff of 7 reporting directly to the Chief Financial Officer.

**Assistant Comptroller**  
**Wakeman Industries, Inc. (Merriam-Graves Corporation)**  
**Charlestown, New Hampshire**

**1992 – 1998**

- Responsible for producing detailed monthly financial statements with statistical highlights on an IBM AS/400 for 26 branches, 9 corporations and 2 consolidations.
- Coordinated with I/S staff and software provider to ensure the accuracy of general ledger during all phases of the computer conversion.
- Managed and directed support staff in the areas of payroll, accounts payable and accounts receivable. Streamlined the financial reporting process which resulted in more accurate and timely monthly financial statements.
- Assisted with the developing and preparation of the annual operating budgets.
- Managed daily cash flow requirements with access to \$5,000,000 line of credit.
- Responsible for management and reporting of approximately \$3,000,000 accounts receivable.
- Managed and calculated salesman commission and branch manager bonus programs.
- Assisted with annual certified audit.

**Staff Accountant**  
**Wakeman Industries, Inc. (Merriam-Graves Corporation)**  
**Charlestown, New Hampshire**

**1988 – 1992**

- Set up and maintained cost allocation spreadsheets in Microsoft Excel to distribute centralized costs to all branches.
- Implemented AS/400 based fixed asset system.
- Produced depreciation expense schedules for fleet of 100 trucks, tractors and trailers. Experienced with payroll processing for 225 personnel.
- Set up and maintained multi state sales tax exemption files.

**Office Administrator**  
**Suburban Realty, Inc.**  
**Manchester, New Hampshire**

**1984 – 1987**

- Responsible for managing all bookkeeping and administrative functions.
- Implemented advertising program which allowed equal exposure for all listed properties.

## EDUCATION

**Bachelor of Science degree in Accounting**  
**New Hampshire College**  
**Manchester, New Hampshire**

## PROFESSIONAL AFFILIATIONS

**Serves as the Board Treasurer to Housing for the Elderly and Handicapped of Newport, Inc.**  
**Newport, New Hampshire**



## **CURRICULUM VITAE**

**NANCY NOWELL**

### **EDUCATION**

Predoctoral Internship in Clinical Psychology  
Albany Psychology Internship Consortium  
Albany, New York  
American Psychological Association (APA)-accredited program

Ph.D. (1992): Clinical Psychology  
Northern Illinois University (NIU)  
APA-accredited program

M.A. (1988): Clinical Psychology  
Northern Illinois University (NIU)

B.A. (1985): Psychology  
The University of Kansas

### **CLINICAL EXPERIENCE**

February, 2008 - Present: Vice President of Clinical Service organizes the development of all clinical programs within WCBH. Also, develops, implements, and updates clinical procedures to ensure high quality of care.

September 2003 - February 2008: Vice President of Outpatient Operations responsible for planning, organizing, directing and evaluating outpatient clinical services of the WCBH.

March 2002 - September 2003: Vice President of Quality Improvement and Training at WCBH maintaining high standards of care and compliance with requirements stipulated by funding sources and regulatory bodies. Support and guide all quality improvement efforts. Write policies and procedures; serve as resource for quality assurance and improvement activities. Supervise the Risk Management Director and QA Manager.

February 1999 - March 2002: Director of Risk Management at WCBH ensuring all clinical programs maintain high standards of care and were in compliance with requirements stipulated by funding sources and regulatory bodies. Write policies and procedures, develop educational risk management and safety programs and train employees.

July 1998 - February 1999: Psychologist providing psychotherapy to clients. An active member of the treatment team. Document and coordinate care and offer clinical testing and supervised staff.

July, 1995 - July, 1998: Licensed Clinical Psychologist in group psychology practice. Evaluation, therapy, and psychological testing for adults, families, couples, adolescents, and children. State disability evaluations. Areas of specialization and interest include women's issues; the cognitive-behavioral treatment of eating disorders, depression, and anxiety; marital therapy; adjustment to divorce in adults and children; and grief and loss issues.

July, 1994 - June, 1995: Psychologist in hospital-affiliated outpatient mental health agency, Hurley Mental Health in Burton, Michigan. Therapy and psychological testing for adults, adolescents, and children. ADHD evaluations. Assessment and treatment upon referral from the State child protective services agency. Intake evaluations and triage. Supervision of Limited Licensed Psychologists.

July, 1994- June, 1995: Psychologist in group practice, Center for Personal Growth in Huron Michigan. Therapy for adults, families, couples, adolescents, and children. Specialization in the outpatient treatment of eating disorders, marital therapy, and the treatment of mood and anxiety disorders.

January, 1992 - June, 1994: Counselor at Rensselaer Polytechnic Institute's (RPI) College Counseling Center in Troy, New York. Responsibilities included counseling, assessment (including learning disabilities assessments), frequent on-call duties, crisis intervention, consultation with campus community, health education committee work, supervision of graduate students in training, and participation in quality assurance. Presentations and workshops on suicidal students, family problems, relationship issues, depression, anxiety, stress management, academic underachievement, learning disabilities, adjustment to college, substance abuse, eating disorders, assertiveness, and psychological aspects of sexual harassment.

September, 1990 - August, 1991: Predoctoral intern at Albany Psychology Internship Consortium. Included three four-month rotations on inpatient unit (Albany Medical College), outpatient services (Capital District Psychiatric Center, Albany County Mental Health Clinic), and health/neuropsychology (VA Hospital). Inpatient and outpatient psychotherapy and psychological testing. Year-long family therapy practicum. Training in child custody evaluations. General psychotherapy groups. Weight management and cardiac rehabilitation groups. Presentations on PTSD, grief, panic disorder, eating disorders, and depression. Supervision of externship students from the State University of New York (SUNY) at Albany.

Spring, 1990: Psychology Trainee. Co-led a women's issues therapy group at Family Service Agency in DeKalb, Illinois

January, 1990 - June, 1990: Behavioral Consultant at Bethesda Lutheran Home in Aurora, Illinois, a residential facility for the developmentally disabled.

Fall, 1989: Neuropsychology Extern at the University of Wisconsin Medical School, Mount Sinai Campus in Milwaukee, Wisconsin, under the supervision of Dr. Kerry Hamsher. Externship provided exposure to assessment and differential diagnosis in neurobehavioral disorders.

July, 1988 - August, 1989: Clinical Assistant at the NIU Psychological Services Center. Responsibilities included conducting individual, child, marital, group, and family psychotherapy; intake interviews; participation in administrative functions; and external workshops.

Spring, 1987 and Spring, 1988: Psychology Trainee. Co-led eating disorders therapy groups at the NIU Counseling and Student Development Center.

August, 1985 - May, 1988: Psychology Trainee. Six semesters of psychotherapy practicum at the NIU Psychological Services Center. Conducted individual and family psychotherapy and intellectual and personality assessments with children and adults.

### **TEACHING EXPERIENCE**

Spring, 1998: Auxiliary Instructor of Social Sciences at Jefferson Community College. One section of General Psychology and one section of Child Development.

Fall, 1997: Auxiliary Instructor of Social Sciences at Jefferson Community College. One section of General Psychology and one section of Abnormal Psychology.

Summer, 1997: Auxiliary Instructor of Social Sciences at Jefferson Community College. One section of General Psychology.

Spring, 1997: Auxiliary Instructor of Social Sciences at Jefferson Community College. Two sections of General Psychology and one section of Child Development.

Spring 1988: Teaching Assistant for graduate level course at NIU, Clinical Psychology ID: Personality Assessment.

Fall, 1987: Teaching Assistant for graduate level course at NIU, Clinical Psychology 1: Theory and Assessment of Intellectual Functioning.

Spring, 1987: Teaching Assistant for two sections of Introductory Psychology at NIU.  
Fall, 1986: Teaching Assistant for two sections of Introductory Psychology at NIU.

## **RESEARCH EXPERIENCE**

May, 1992: Nowell, N.A.S. Investigation of dimensions associate with bulimic symptomatology. Unpublished Dissertation, Northern Illinois University, DeKalb, Illinois.

August, 1989 - August, 1990: Awarded Dissertation Completion Award from NIU Graduate School.

May, 1988: Sheldon, N.A. & McCanne, T.R. Impulsivity in bulimic syndrome. Presented at the meeting of the Midwestern Psychological Association, Chicago.

November, 1987: Sheldon, N.A. Impulsivity in the bulimic syndrome. Unpublished Thesis, Northern Illinois University, DeKalb, Illinois.

August, 1985 - August, 1986: Research Assistant at NIU. Participated in a wide variety of research activities including design, implementation, and data analysis of psychophysiological studies and eating disorders research.

## **PROFESSIONAL AFFILIATIONS**

American Psychological Association

**Cynthia A. Twombly, MA, MBA**  
**Vice President of Operations**  
**West Central Behavioral Health**  
**9 Hanover Street, Suite 2**  
**Lebanon, NH 03766**  
**(603) 448-0126**

## **Professional Experience**

**West Central Behavioral Health - Lebanon, NH** **02/09 - present**  
**Vice President of Operations**

- At the direction of the President and CEO is responsible for managing Operations of the Agency

**Center for Life Management - Derry, NH** **10/07 - 01/09**  
**Director**

- Recruited for the development and implementation of a strategic business development systematic plan for a regional behavioral health system.
- Improve and develop key stakeholder relationships throughout the Southern New Hampshire Interior Rockingham County.
- Effectively developing new programs and services in collaboration with Parkland Medical Center's executive team.
- Develop and maintain physician relationships to increase referral base and coordinate quality of care for patients.
- Improving community awareness and brand through a collaborative effort with marketing consultant: including development of a regional community television program, testimonial video production.
- Developed a strategic plan to partner the targeted community, Major Gift's effort, medical system community and the organization through an inaugural charity event to increase awareness and fund development. Currently managing the overall project including solicitation of major sponsors and facilitation of committees.
- Identified and implemented improved customer service processes.
- Developed staff training and community education programs.
- Initially assessed readiness of the organization for the process of growth and change: developed and implemented quality of work life strategies to improve organization morale in support of the overall strategic business development plan and to drive increased employee satisfaction. Strategy has been adopted into the organizational system.
- Interface effectively with internal Directors, Executive Team and Board of Directors.
- Developed an Integrated Service Delivery Model including operations, financial, marketing plan negotiations that are targeted to Primary care and Specialty physician practices for growth and development of services into other locations within region.
- Create policies, procedure, and competencies for Integrated Services.

**Cynthia Twombly, PLLC, Nashua, NH**

**10/01 - 10/07**

**President, Counseling and Consulting Services**

- Recruited for the development, implementation, operations and practice of Behavioral Health services in a multi-specialty health care setting, Nashua Medical Group, Nashua, NH. (Harvard Pilgrim HealthCare)
- Provided in-depth needs assessment and treatment plans for individuals, couples, families to improve cognitive, emotional and behavioral functioning and symptoms.
- Effectively resolved healthcare operations, claim and reimbursement issues.
- Develop and maintain healthcare provider relationships, managed care, insurance systems for referral resource network.
- Strong knowledge and experience in fee for service and managed care systems.
- Effectively interfaced with primary care physicians, medical staff, support staff and specialty physicians to ensure the highest quality of health care delivery.
- Facilitated consulting/training programs to outside organizations in conflict management, team development, and problem solving.

**Foundation Medical Partners, So. NH Health Systems, Nashua, NH**

**10/98 - 8/01**

**Director**

- Contributed to the strategic planning, development and implementation of an innovative integrative health center within the Southern New Hampshire Medical Center System, departments, and services including staffing of providers and administrative staff, fit-up, design, operations, forecasting and budgetary responsibilities.
- Directly involved in the development of a strategic marketing plan for the health center including branding, naming, logo development, and creation of advertisements and media roll-out.
- Collaborated with primary care and specialty physicians including anesthesiology, breast health, radiology, cardiac, behavioral health, pain management, pulmonary, physiologists, surgery, oncology, psychiatry to develop an integrated health care delivery system to improve chronic disease patient outcomes and improved delivery of care.
- Interfaced with Executive Management, Physician Committees and Chief of Staff for development of integrated programs within the Southern New Hampshire Medical Center System.
- Directly responsible for budgetary development and monthly provider productivity reports and management.

**So. NH Medical Center, So. NH Health Systems, Nashua, NH**

**5/93 - 10/98**

**Cardiopulmonary Rehab, Clinical**

- Develop clinical exercise prescriptions for cardiac/pulmonary rehab patients and employee wellness programs.
- Extensive chronic disease program development and management within the Cardio-Pulmonary and Community Health Department.
- Assessed and consulted with external health care systems for the development of an integrated disease management system.
- Developed and implemented behavioral health assessments and services for patients with chronic illness.

- Interfaced with Senior Management, Physician Committees and Chief of Staff for growth and development of integrated programs within the Southern New Hampshire Medical Center System.

**Nashua Downtown Development, Nashua, NH  
Business/Community Development Director**

9/87 - 2/93

- Reported directly and accountable to Board of Directors.
- Recruited/solicited businesses to relocate/expand into the Downtown region of Nashua, NH.
- Interfaced/collaborated with city, state government and corporate leaders to support the economic development mission of the organization.
- Developed and oversaw special community events for the region.
- Extensive media relations interface: local/national television, radio, newspapers, newsletter writing and publication.
- Budgetary responsibility and fiscal management
- Recruitment and oversight of volunteers.
- Assessment and needs analysis of community and business climate through extensive *survey* tools.

**Education**

Master's in Business Administration - Rivier College	2001
Masters of Arts in Counseling, Department of Education - Rivier College	1997
Bachelors of Arts in Psychology - Rivier College	1997

**Professional Affiliations**

Licensed Clinical Psychotherapist - State of New Hampshire National Certified Counselor, NBCC #53625	
Ethics Chair, New Hampshire Chapter Counselors Association	2003 - 2006

**Adjunct Faculty Academic Posts**

Rivier College, Graduate Business Department, Nashua, NH, Courses facilitated:	1/03 - 6/07
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MBA Department: Health Care Administration, Health Care Marketing, Strategic Marketing Management

New Hampshire Technical Community College, Nashua, NH, Courses facilitated:	8/01 - 6/07
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Human Relations in the Organization, Human Development, Introduction to Psychology

## CURRICULUM VITAE

**Diane M. Roston, M.D.**

### **Education:**

M.D.	University of Wisconsin School of Medicine	1986
M.S.	Science Journalism (coursework only)	
	University of Wisconsin School of Journalism	1982
B.S.	Health Education, summa cum laude	1978
	University of Wisconsin	
	English Major, Grinnell College	1973 - 1975

### **Postdoctoral Training:**

Dartmouth-Hitchcock Medical Center, Lebanon, NH	1986 - 1990
Residency in Psychiatry	

### **Licensure and Certification:**

Diplomate, National Board of Medical Examiners	1987
Diplomate, Adult Psychiatry, #036414	1992
American Board of Psychiatry and Neurology	
New Hampshire Medical Licensure - #7851	1988 - present
Vermont Medical Licensure -#8369	1991 - present

### **Academic Appointments:**

Adjunct Faculty, Department of Psychiatry	1992 - present
Dartmouth Medical School, Lebanon, NH	
Lecturer in Psychiatry	1991
Dartmouth Medical School, Lebanon, NH	
Adjunct Assistant Professor of Women's Studies	1991
Dartmouth College, Hanover, NH	

### **Hospital Appointments:**

Alice Peck Day Memorial Hospital, Lebanon, NH	1996-2004
Nashua Brookside Hospital, Nashua, NH	1988-1990

### **Professional Experience:**

2007-present	Medical Director, West Central Behavioral Health Lebanon, NH
1995-present	Staff Psychiatrist, Enhanced Care Program West Central Behavioral Health
1990-present	Private Practice, general psychiatry
1993-1995	Staff Psychiatrist, Counseling Center of Lebanon West Central Behavioral Health
1990-1991	Research Associate with George Vaillant, M.D. Institute for the Study of Adult Development Dartmouth Medical School, Hanover, NH



1982 Editor, Motherhood and Childbirth Project  
 Women's Studies Research Center  
 University of Wisconsin, Madison, WI

1978-1981 Patient Educator and counselor  
 Wisconsin Clinical Cancer Center  
 University of Wisconsin Hospitals & Clinics  
 Madison, WI

**Major Committee Assignments and Consultations:**

**National and Regional**

Consortium of Women Psychiatrists, Hanover, NH 1992-1996  
 Women's Information Service (WISE), Lebanon, NH 1990-2003  
 Volunteer training consultant  
 National Cancer Institute, Evaluation Consultant 1979-1981  
 Cancer Information Service Evaluation Task Force

**Institutions:**

Obstetrics and gynecology / Psychiatry Liaison Committee 1994-1996  
 Psychobiology of Women Steering Committee 1990-1997  
 DHMC Department of Psychiatry  
 Parental leave Task Force, chairperson 1988-1990  
 DHMC Department of Psychiatry

**Memberships in Professional Societies:**

American Medical Women's Association  
 American Psychiatric Association  
 Association for Women in Psychiatry  
 National Alliance for the Mentally Ill  
 New Hampshire Medical Society  
 New Hampshire Psychiatric Association

**Teaching Activities:**

Outpatient Psychiatry Seminar 1996-present  
 Third year psychiatry resident seminar  
 on models and practice of outpatient care

Adult Development Didactics 2002-present  
 Psychiatry residency curriculum, DHMC, Lebanon, NH

"Gender, Culture and Spirituality in Psychiatry"  
 Didactic module in psychiatry residency curriculum,  
 Dartmouth-Hitchcock Medical Center, Lebanon, NH 1997-2004

Introduction to Psychiatry, clinical instructor 1993-2007  
 Second year medical student introductory course  
 Dartmouth Medical School, Hanover, NH

Supervision of Psychiatry Interns and Residents 1991-present  
 Dartmouth-Hitchcock Medical Center, Lebanon, NH

"Health, Society, and the Physician," group facilitator, 1995

Dartmouth Medical School fourth year course, Department of Family and Community Medicine	
Case Conference Coordinator, Outpatient Psychiatry	1994-1996
Third year psychiatry resident training seminar Dartmouth-Hitchcock Medical Center, Lebanon, NH	
The Psychology of Women in Health and in Sickness	1991
Undergraduate seminar professor Dartmouth College, Hanover, NH	

**Other Professional Activities:**

Private Practice Supervision Group	1993-present
Co-organized Women and Psychiatry module in psychiatry residency curriculum, DHMC, Lebanon, NH	1989-1997
Cofounder, regional conference, women & psychiatry	1993-1994
Women's Health Faculty Study Group	1990-1996
Co-leader, psychodynamic psychotherapy group	1991-1993

**Invited Presentations:**

"The Role of an ObGyn/Psychiatry Liaison Group in Interdepartmental Program Development," North American Society for Psychosocial Obstetrics and Gynecology annual meeting, Santa Fe, NM, Feb. 1996.

"Women and Depression," Dartmouth Medical School elective on Women's Health, October 1995.

"Issues in Working with Difficult Personalities." Regional continuing education program for midwives, October 1994.

"Ego Defenses in Brief Psychotherapy." Psychiatry seminar, DHMC, Dec. 1994.

"Caring for Survivors of Sexual Abuse." in Topics in Primary Care of Women, DHMC, Continuing Medical Education program, November 1992.

"Prenatal Care and Childbirth Issues for Survivors of Childhood Sexual Abuse." Regional continuing education program for midwives, October 1992.

"Postpartum Psychiatric Disorders." Women's Health Faculty Study Group, DHMC, 1992.

"Postpartum Psychiatric Disorders." Dept. of Ob/Gyn, Nursing Division, DHMC, 1992.

"Women and Anger." Regional CME course on The Psychology of Women, Hanover, NH, September, 1993.

"Women and Anger." Women's Health Faculty Study Group, DHMC, 1993.

"Psychiatric Aspects of Pregnancy and the Purpurium." Psychiatry residency seminar, DHMC, April 1993.

"Psychiatric Aspects of Abortion." Psychiatry residency seminar, DHMC, April, 1992.

"Adult Development." Psychiatry residency seminar, DHMC, April, 1991.

"Screening for Psychiatric 'Red Flags'." Women's Information Service (WISE), Lebanon, NH, incorporated into semiannual training program, 1991-present.

**Publications:**

- Vaillant, GE, Orav, J, Meyer, S, Vaillant, L, and Roston, D. Late life consequences of affective spectrum disorder. Intl. Psychogeriatrics 8:1-20; 1996.
- Roston, D. A Season for Family: One Physician's Choice. Psychiatric Times. Oct. 1993.
- Roston, D. On Studying Anatomy. Academic Medicine. 68:2, February 1993.
- Roston, D., Lee, K., and Vaillant, GE. A Q-Sort Approach to Identifying Defenses. in Vaillant, GE, editor, Ego Mechanisms of Defense: A Guide for Clinicians and Researchers. Washington, DC: American Psychiatric Press, 1992.
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## KEY ADMINISTRATIVE PERSONNEL

### NH Department of Health and Human Services

**Vendor Name:** West Central Services, Inc.

**Name of Program/Service:** Substance Use Services

<b>BUDGET PERIOD:</b>			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Suellen Griffin, President & CEO	\$178,237	0.00%	\$0.00
Robert Gonyo, CFO	\$90,000	2.50%	\$2,250.00
Nancy Nowell, VP Clinical Services	\$95,000	2.50%	\$2,375.00
Cynthia Twombly, VP Operations	\$90,000	1.00%	\$900.00
Diane Roston, Medical Director	\$89,814	0.50%	\$449.07
	\$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
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$59,407</b>

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.