



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

Lori A. Sinibinette
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
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July 18, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend an existing contract with County of Cheshire (Vendor #: 188382-B004) for the provision of Care Management Entity services and Enhanced Care Coordination through the Families and Systems Together Forward program, by increasing the total price limitation by \$775,000 from \$3,500,000 to \$4,275,000 with no change to the contract completion date of June 30, 2023, effective upon Governor and Council approval. 17% Federal Funds. 83% General Funds.

The original contract was approved by Governor and Council on September 23, 2020, item #14, and most recently amended with Governor and Council approval on June 30, 2021, item #12.

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

See attached fiscal details.

EXPLANATION

The purpose of this request is bolster the care through the second of two Care Management Entities (The other contract was approved by Governor and Council on June 21, 2017, item #39B, amended on September 20, 2018, Item #20, amended on June 10, 2020, Item #11, and most recently amended on June 2, 2021, Item #31 for NFI North, Inc. -Vendor #: 177575-B001) by expanding supports for Enhanced Care Coordination to serve families with youth ages zero (0) through six (6) who have serious emotional disturbance and a history of high utilization of behavioral health services. The integration of Enhanced Care Coordination into the existing Care Management Entity services will allow for care to be administered to children, youth, and young adults zero (0) through twenty-one (21). The services provided include:

- Provision of Individual Service Options (ISO) in-home services.
- Wraparound Coordination.
- Wraparound Coordinator training and coaching.
- Wraparound team meeting attendance.
- Youth peer support.
- Family peer support.
- Determination of needed customizable goods and services for the children/youth receiving services and their families.

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- Provision of stipends for customizable goods and services, and other non-Medicaid billable services.

Approximately 750 individuals will be served during State Fiscal Year 2023.

Qualifying children and youth are Medicaid eligible, aged zero (0) through twenty-one (21), experiencing difficulties in day-to-day life due to a diagnosis of severe emotional disturbance (SED), and at risk of multi-agency involvement. Through FAST Forward, Transitional Residential Enhance Care Coordination, and the Early Childhood Enhanced Care Coordination these children, youth, and their families can be served in their home communities, and attending their community's school program. Outcomes of a high fidelity Wraparound program include: increased positive social, academic, and behavioral outcomes, increase early identification and interventions, and community connectedness for children, youth, and families; decreased out of home, school, and community placements (and duration of such); increased caregiver capacity/decreased caregiver strain; and access to programs and supports that are uniquely tailored to each child and family's culture, strengths, and goals. This is a unique program in New Hampshire to service the described population in this manner.

The Department will monitor services using the following performance measures:

- 95% of children, youth and young adults and their families receive the Child and Adolescent Needs and Strengths (CANS) assessment tool, which is used with psychiatric oversight and FAST Forward engagements.
- 80% of children, youth and young adults and their families are assessed using the Youth Progress Scale (YPS) and Team Meeting Rating Scale (TMRS) assessment tools.
- 100% of children, youth and young adults and their families receive completed plans of care in FAST Forward, Transitional Residential Enhance Care Coordination, and the Early Childhood Enhanced Care Coordination.
- 95% of child, youth and young adults and their families are assessed using the Child Well-Being Scale while enrolled in the Early Childhood Enhanced Care Coordination program.

As referenced in Form P-37, and Exhibit A, Revisions to Standard Contract Provisions, Section 1, Subsection 1.1, of the original contract, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is not exercising its option to renew at this time.

Should the Governor and Executive Council not authorize this request, families with children and youth who have serious emotional disturbances may have fewer services available to them in their communities to meet the challenges presented by mental illness. Further, the Department may be out of compliance with RSA 135:F. RSA 135: F is statutorily in effect to increase service effectiveness and improve outcomes for children with behavioral health challenges and their caretakers, reduce the cost of providing services by leveraging funding sources other than general funds, reducing the need for costly out-of-home placements, and reducing duplication across agencies, and coordinate care for children involved in multiple systems and children at risk of court involvement and out-of-home placement.

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET**

05-95-92-921010-2053 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUR FOR CHILDRENS BEHAVRL HLTH, SYSTEM OF CARE

100% General Funds

Vendor Name: County of Cheshire

Vendor # 177372-B004

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102-500731	Contracts for Program Services	92102053	\$1,200,000.00	\$0.00	\$1,200,000.00
2022	102-500731	Contracts for Program Services	92102053	\$1,150,000.00	\$0.00	\$1,150,000.00
2023	102-500731	Contracts for Program Services	92102053	\$1,150,000.00	\$75,000.00	\$1,225,000.00
		Sub Total		\$3,500,000.00	\$75,000.00	\$3,575,000.00

Overall Total 2053	\$3,500,000.00	\$75,000.00	\$3,575,000.00
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05-095-094-940010-24650000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, ARPA DHHS FISCAL RECOVERY FUNDS

100% Other Funds (ARPA)

Vendor Name: County of Cheshire

Vendor # 177372-B004

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	00FRF602PH9511A	\$0.00	\$700,000.00	\$700,000.00
		Sub Total		\$0.00	\$700,000.00	\$700,000.00

Overall Total 2465	\$0.00	\$700,000.00	\$700,000.00
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TOTAL	\$3,500,000.00	\$775,000.00	\$4,275,000.00
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STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

July 19, 2022

Lori A. Shibinette, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Shibinette:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with County of Cheshire, NH as described below and referenced as DoIT No. 2023-013B.

The purpose of this request is bolster the care through the second of two Care Management Entities (The other contract was approved by Governor and Council on June 21, 2017, item #39B, amended on September 20, 2018, Item #20, amended on June 10, 2020, Item #11, and most recently amended on June 2, 2021, Item #31 for NFI North, Inc. -Vendor #: 177575-B001) by expanding supports for Enhanced Care Coordination to serve families with youth ages zero (0) through six (6) who have serious emotional disturbance and a history of high utilization of behavioral health services.

The price limitation for this contract will increase by \$775,000 from \$3,500,000 to \$4,275,000 with no change to the contract completion of June 30, 2023, effective upon Governor and Council approval.

A copy of this letter should accompany the Department of Health and Human Services submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", with a long horizontal flourish extending to the right.

Denis Goulet

DG/RA
DoIT #2023-013B
cc: Michael Williams, IT Manager, DoIT

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

This Amendment to the Care Management Entity Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and County of Cheshire ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 23, 2020 (Item #14), as amended on June 30, 2021 (Item #12), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Standard Contract Provisions, Section 1, Subsection 1.1, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$4,275,000
2. Modify Exhibit B, Scope of Services by replacing in its entirety with Exhibit B Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.
3. Modify Exhibit C, Payment Terms by replacing in its entirety with Exhibit C Amendment #2, Payment Terms.
4. Modify Exhibit C-2 Rate Schedule by replacing in its entirety with Exhibit C-2 Amendment #2 Rate Schedule, which attached hereto and incorporated by reference herein.
5. Add Exhibit C-3 SFY 2023 Budget, Amendment #2, which is attached hereto and incorporated by reference herein.
6. Modify Standard Exhibits D-H by replacing in its entirety with Standard Exhibit D, CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS, through Standard Exhibit H, CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE, which are attached hereto and incorporated by reference herein.
7. Modify Standard Exhibit J by replacing in its entirety with Standard Exhibits J, CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE, which is attached hereto and incorporated by reference herein.

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7/21/2022

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

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

State of New Hampshire
Department of Health and Human Services

7/21/2022

Date

DocuSigned by:

Katja S. Fox

ED9D05B04C63442

Name: Katja S. Fox

Title: Director

County of Cheshire

7/21/2022

Date

DocuSigned by:

Dennis Calcutt

64208590A038430

Name: Dennis Calcutt

Title: Director

New Hampshire Department of Health and Human Services
Care Management Entity Services



Exhibit B Amendment #2

Scope of Services

1. Statement of Work

- 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.2. The Contractor shall ensure that all services provided to children, youth, and families are in accordance with the core values of family and youth driven, culturally and linguistically competent, and community based.
- 1.3. The Contractor shall accept all referrals received from the Department.
- 1.4. The Contractor shall work with service providers that provide support for children, youth, young adults and their families, when applicable, including, but not limited to:
 - 1.4.1. The Community Mental Health Centers contracted with the Department.
 - 1.4.2. Peer Support Agencies.
 - 1.4.3. School districts.
 - 1.4.4. Family resource centers.
 - 1.4.5. Pre-schools.
 - 1.4.6. Day care centers.
 - 1.4.7. Family Centered Early Supports and Services agencies.
 - 1.4.8. Other Care Management entities contracted with DHHS.
- 1.5. The Contractor shall comply with all provisions listed in this contract as well as all applicable Department policies and procedures, including the Care Management Entity Program, Policy and Practice Manual as provided by the Department.
- 1.6. The Contractor shall have a data system that meets the federal requirements of the Health Insurance Portability and Accountability Act (HIPAA) and has the ability to bill Medicaid.

1.7. FAST Forward Program

- 1.7.1. The Contractor shall provide Care Management Entity services, statewide, for children, youth, and young adults ages five (5) to twenty-one (21) with Severe Emotional Disturbances (SED) and their families who meet eligibility criteria for, or are enrolled in, the FAST Forward program, in accordance with the Department's FAST Forward Program Policy and Practice Manual, as provided by the Department, and as required by NH RSA 135-F:4, Duties of Commissioner of the Department of Health & Human Services.

County of Cheshire

Exhibit B Amendment #2

Contractor Initials

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7/21/2022
Date

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- 1.7.2. The Contractor shall provide services that include, but are not limited to:
- 1.7.2.1. Family and youth peer support services.
 - 1.7.2.2. Provision of customized goods and services.
 - 1.7.2.3. Individual Service Options (ISO) in-home services.
 - 1.7.2.4. Wraparound services provided through Wraparound Coordinators in accordance with the NH Wraparound Model and System of Care core values, which include:
 - 1.7.2.4.1. Being family- driven and youth-driven.
 - 1.7.2.4.2. Coordinating community-based services.
 - 1.7.2.4.3. Being culturally and linguistically competent.
 - 1.7.2.4.4. Providing trauma-informed care.
- 1.7.3. The Contractor shall work collaboratively with any other Care Management Entity (CME) contracted with the Department to maintain continuity of care for children, youth and young adults and their families, in areas regarding:
- 1.7.3.1. Regional coverage of FAST Forward services.
 - 1.7.3.2. Instances of the child, youth, or young adult and the family relocating to another covered region.
 - 1.7.3.3. Instances of acute psychiatric hospitalization becoming a medical necessity for a child, youth, or young adult.
 - 1.7.3.4. Instances of a system level collaboration being necessary due to a child, youth, or young adult experiencing high-risk needs.
- 1.7.4. The Contractor shall provide Intensive In-Home services which may include Individual Services Options (ISO) in-home services, in accordance with New Hampshire Administrative Rule He-C 6339, which include, but are not limited to:
- 1.7.4.1. Crisis support.
 - 1.7.4.2. Intensive behavioral supports
 - 1.7.4.3. Planned and emergency respite.
- 1.7.5. The Contractor shall administer evaluation tools to conduct assessments, as required by the Department, which include, but are not limited to:
- 1.7.5.1. The Youth Progress Rating Scale (YPS), also known as outcome rating scale (ORS), which is a quantitative youth and family self-report survey. The Contractor shall ensure:
 - 1.7.5.1.1. The assessment is conducted or facilitated by the FAST Forward Coordinator.

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- 1.7.5.1.2. A copy of the responses are maintained in the family's case record.
- 1.7.5.1.3. The original responses are forwarded to the Department's FAST Forward Program Manager.
- 1.7.5.2. The Team Meeting Rating Scale (TMRS), which is a survey of the family and youth administered at the conclusion of each Wraparound Team Meeting. The Contractor shall ensure:
 - 1.7.5.2.1. Responses are reviewed by the Contractor's FAST Forward Coordinator.
 - 1.7.5.2.2. A copy of the responses are maintained in the family's case record.
 - 1.7.5.2.3. The original responses are available to be reviewed as requested by the Department's FAST Forward Program Manager.
- 1.7.5.3. The Children and Adolescent Needs and Strengths (CANS) tool, which shall be completed and reviewed upon beginning services and at a minimum of every three (3) months to measure the child, youth, or young adult and family's needs and strengths. The Contractor shall:
 - 1.7.5.3.1. Complete the CANS assessment when it is not completed by the child, youth, or young adult's clinician.
 - 1.7.5.3.2. Ensure a copy of the assessment is maintained in the family's case record.
 - 1.7.5.3.3. Provide the original assessment to the Department's FAST Forward Program Manager.
- 1.7.6. The Contractor shall ensure case documents are available to the Department to allow the FAST Forward Program Manager to complete a Document Review Measure (DRM), which is a review of case fill content.

1.8. Residential Treatment Oversight

- 1.8.1. The Contractor shall provide residential treatment oversight, as directed by the Department, to provide continuity of care for children, youth and young adults who require residential treatment to ensure successful and timely transitions.
- 1.8.2. The Contractor shall work collaboratively with the Department and other Care Management Entities contracted by the Department to maintain continuity of care for children, youth, and young adults who require

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residential treatment and to ensure statewide coverage, and in areas regarding:

- 1.8.2.1. Regional coverage of FAST Forward services.
- 1.8.2.2. Instances of child, youth, or young adult and family relocations into another covered region.
- 1.8.2.3. Instances of children, youths, or young adults meeting medical necessity for acute psychiatric hospitalization.
- 1.8.2.4. Instances of children, youths, or young adults experiencing high-risk needs that require a system level collaboration.
- 1.8.3. The Contractor shall ensure the ability to provide residential treatment oversight within ninety (90) days of the contract effective date to:
 - 1.8.3.1. Assist the child, youth, or young adult with minimizing the length of stay in the residential treatment facility.
 - 1.8.3.2. Ensure successful transitions back to the community.
- 1.8.4. The Contractor shall accept referrals for residential treatment oversight services, upon Department approval, from:
 - 1.8.4.1. Hospitals.
 - 1.8.4.2. Managed Care Organizations (MCO).
 - 1.8.4.3. Other behavioral health providers.
- 1.8.5. The Contractor shall ensure residential treatment oversight services include, but are not limited to:
 - 1.8.5.1. Discharge and transition planning is realistic and meets the needs of the child, youth, or young adult and their family.
 - 1.8.5.2. Ensuring family and youth voice and choice is central during treatment.
 - 1.8.5.3. Ensuring treatment plans are relevant to the issue that led to the individual needing residential treatment services.
 - 1.8.5.4. Ensuring discharge plans are reflective of the appropriate level of care for the child, youth, or young adult; are realistic; and are achievable.
 - 1.8.5.5. Attending all pertinent treatment team meetings at the residential treatment facility and advocating for the child, youth, or young adult and their family.
 - 1.8.5.6. Providing coordination for any referrals for services that will be needed to support the transition of the child, youth, or young adult from a residential treatment back to the family home.

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- 1.8.5.7. Referring the family to supportive services in their communities, which may include but are not limited to family peer support groups.
- 1.8.5.8. Assisting the family with applying for Medicaid coverage, as applicable and needed.
- 1.8.5.9. Providing documentation, if applicable, for the child, youth, or young adult who has court-involvement, in accordance with NH Revised Statutes Annotated (RSA) 169-B:19 or RSA 169-D:19.
- 1.8.5.10. Ensuring the treatment recommendations are attainable within the community and the home setting by the caregiver If discharging a child, youth, or young adult to the home or community based placement.
- 1.8.6. For any child, youth, or young adult who has an open Division for Children, Youth, and Families (DCYF) case (Child Protective Services (CPS) or Juvenile Justice System (JJS) and is involved in the court system, and is enrolled in the CME or FAST Forward by the Contractor, the Contractor shall:
 - 1.8.6.1. Provide results of the Children and Adolescent Needs and Strengths (CANS) assessment and the Plan of Care (POC) to the court.
 - 1.8.6.2. Provide any recommendation for treatment and supportive services that will benefit the child, youth or young adult to the court.
 - 1.8.6.3. Provide progress reports to the court in accordance with court hearings for each child, youth and young adult.
- 1.8.7. The Contractor shall ensure all reports and plans of care submitted for court review are:
 - 1.8.7.1. Submitted in accordance with RSA 169-B 5a, RSA 169-C 12-b and RSA 169-D4-a, with copies forwarded to the assigned Child Protective Service Worker and all other appropriate parties.
 - 1.8.7.2. Clear, understandable and free of jargon.
- 1.8.8. The Contractor shall work with the Department and other stakeholders to:
 - 1.8.8.1. Develop outcome measures for children, youth and young adults who utilize residential treatment.
 - 1.8.8.2. Incorporate the outcome measures into the Contractor's evaluation plan of targeted residential treatment levels of care.

1.9. Psychiatric Hospitalization Oversight

- 1.9.1. The Contractor shall provide psychiatric hospitalization oversight for children, youth and young adults admitted to an acute psychiatric hospital who need assistance to successfully transition to a family home or

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residential care in a timely manner, as defined by the family and by medical necessity.

- 1.9.2. The Contractor shall provide psychiatric hospitalization oversight services to ensure family and youth voice and choice are present during treatments and that treatments are relevant to the issue that led to the hospitalization. The Contractor shall:

- 1.9.2.1. Attend all treatment team meetings at the hospital in which the child or youth is receiving services.
- 1.9.2.2. Ensure discharge and transition planning is realistic and meets the needs of the family.
- 1.9.2.3. Ensuring treatment recommendations are attainable within the community and the home, if discharging to the home.
- 1.9.2.4. Ensure discharge plans reflect the appropriate level of care
- 1.9.2.5. Coordinate referrals for services and supports needed to support the individual's transitions

- 1.9.3. The Contractor shall prioritize oversight for children, youth and young adults who:

- 1.9.3.1. Do not achieve the goal of timely discharge or transition based upon clinical necessity.
- 1.9.3.2. Have rapid or chronic re-admissions that do not go beyond clinical necessity but are frequent in nature.

- 1.9.4. The Contractor shall work with the Department and hospital to assess instances where the child, youth or young adult may benefit from oversight, but may not meet the criteria as stated in Paragraph 1.9.3, which may include but are not limited to:

- 1.9.4.1. Involuntary versus voluntary hospitalization.
- 1.9.4.2. Multi-system involvement.

- 1.9.5. The Contractor shall ensure the ability to provide psychiatric hospitalization oversight no later than ninety (90) days from the contract effective date in order to:

- 1.9.5.1. Assist the child, youth, or young adult with minimizing the length of stay in the psychiatric hospital.
- 1.9.5.2. Ensure successful transitions to residential treatment facilities or back to the communities.

- 1.9.6. The Contractor shall accept referrals from the other Care Management Entity (CME) for psychiatric hospitalization oversight services, when the other CME has a conflict, or in instances when continuity of care will take priority.

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1.9.7. The Contractor shall ensure that psychiatric oversight services include, but are not limited to:

- 1.9.7.1. Discharge and transition planning that is realistic and meets the need of the child, youth, or young adult and their family.
- 1.9.7.2. Ensuring the child, youth, or young adult and their family's voice and choice is present during treatment.
- 1.9.7.3. Ensuring treatment plans are relevant to the issue that led to the hospitalization.
- 1.9.7.4. Ensuring discharge plans reflect the appropriate level of care; are realistic; and are achievable.
- 1.9.7.5. Ensuring that the child, youth, or young adult is assessed for the need of residential treatment, when indicated.
- 1.9.7.6. Assisting the hospital with referrals to an assessor for residential treatment if necessary.
- 1.9.7.7. Ensuring treatment recommendations are attainable within the community and the home when discharging to the home.
- 1.9.7.8. Attending all treatment team meetings at the hospital and advocating for the child, youth or young adult and their family's needs.
- 1.9.7.9. Providing support and coordinating referrals for services and supports needed for transitioning the child, youth or young adult.
- 1.9.7.10. Connecting the family to supportive services in the community, which may include, but is not limited to family peer support groups.
- 1.9.7.11. Assisting the family with applying for Medicaid coverage, as applicable and needed.

1.10. Early Childhood Enhanced Care Coordination

- 1.10.1. The Contractor shall provide Care Management Entity services for young children (ages 0-6), with Severe Emotional Disturbances (SED) or at-risk for SED, who meet eligibility criteria for, or are enrolled in, the Early Childhood Enhanced Care Coordination, and their families, statewide, in accordance with the Department's CME Program Policy and Practice Manual, as provided by the Department and as it may be amended.
- 1.10.2. The Contractor shall provide Enhanced Care Coordination services that adhere to System of Care core values, which include:
 - 1.10.2.1. Being family- driven and youth-driven.
 - 1.10.2.2. Coordinating community-based services.
 - 1.10.2.3. Being culturally and linguistically competent.
 - 1.10.2.4. Providing trauma-informed care.

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- 1.10.3. The Contractor shall provide Enhanced Care Coordination services through Wraparound Coordinators in accordance with the NH Wraparound Model and use elements of NH Wraparound model to address the following, which includes, but is not limited to:
- 1.10.3.1. Access to treatment.
 - 1.10.3.2. Social Determinants of Health (SDOH).
 - 1.10.3.3. Other support needs, including but not limited to:
 - 1.10.3.3.1. Transportation.
 - 1.10.3.3.2. Quality childcare.
 - 1.10.3.3.3. Accessing treatment for the caregiver as indicated.
- 1.10.4. The Contractor shall provide referral pathways to Department-approved services and treatment options to improve the child-caregiver relationship using evidence-based treatment options or other Department-approved models to address the child's treatment needs and relationship work between infant/child and caregiver when necessary and appropriate, which include but are not limited to:
- 1.10.4.1. Child-Parent psychotherapy treatment.
 - 1.10.4.2. Home visiting services.
 - 1.10.4.3. Healthy Families America.
 - 1.10.4.4. Nurturing Parent.
- 1.10.5. When indicated by the Plan of Care and approved by the Department, the Contractor shall provide referrals to services, including , but not limited to:
- 1.10.5.1. Family peer support services.
 - 1.10.5.2. Youth peer support services.
 - 1.10.5.3. Customizable goods and services.
- 1.10.6. The Contractor shall work collaboratively with other Care Management Entities contracted with the Department to maintain continuity of care for children, as well as their caregivers, in areas regarding:
- 1.10.6.1. Regional coverage of Early Childhood Enhanced Care Coordination services.
 - 1.10.6.2. Instances of the child and the family relocation to another covered region.
 - 1.10.6.3. Instances of a system level collaboration being necessary due to a child experiencing high-risk needs.
- 1.10.7. The Contractor shall administer evaluation tools to conduct assessments as required by the Department, which include, but are not limited to:

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- 1.10.7.1. Child Well-Being Scale, an index scale that informs needs and outcomes.
- 1.10.7.2. World Health Organization – Five Well-Being Index (WHO-5).
- 1.10.7.3. Child Adolescent Needs and Strengths (CANS) tool, which shall be completed and reviewed upon beginning services and at a minimum of every three (3) months to measure the progress of the child and assess family's needs and strengths. The Contractor shall:
 - 1.10.7.3.1. Complete the CANS assessment when it is not completed by the child's support team;
 - 1.10.7.3.2. Ensure a copy of the assessment is maintained in the family's case record.
 - 1.10.7.3.3. Provide the original baseline assessment to the Individuals that will utilize information for outcome measurement and/or case planning.
 - 1.10.7.3.4. Complete the Team Meeting Rating Scale (TMRS), which is a survey of the family and youth administered at the conclusion of each Wraparound Team Meeting.
 - 1.10.7.3.5. Ensure case documents are available to the provider's program managers in order to complete a Document Review Measure (DRM), a fidelity tool referenced in the CME Program, Policy and Practice Manual.
- 1.10.8. The Contractor shall provide training and coaching support, as required by the Department to ensure the practice is:
 - 1.10.8.1. Continually improved;
 - 1.10.8.2. Consistent;
 - 1.10.8.3. Maintaining fidelity to the program;
 - 1.10.8.4. Providing better outcomes for families; and
 - 1.10.8.5. Optimizing workforce capacity.
- 1.10.9. The Contractor shall provide training and/or support to the following evidence based practices or tools to be used statewide, including but not limited to:
 - 1.10.9.1. Qualified clinicians in using the Diagnostic Classification of Mental Health and Developmental Disorders of Infancy and Early Childhood manual (DC 0-5 manual).
 - 1.10.9.2. Providing a "Training of Trainers" for the DC 0-5 manual.
 - 1.10.9.3. NH Wraparound.
 - 1.10.9.4. Administration of the evaluation tools required.

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1.10.10. The Contractor shall support the development of Child-Parent Psychotherapy (CPP) statewide to include providing CPP training and support to qualified clinicians.

1.11. Evaluation and Site Review

1.11.1. The Contractor shall develop an evaluation team that provides assistance with:

1.11.1.1. Obtaining data from any contracted care management entity.

1.11.1.2. Understanding and sharing evaluative data with the Department and any other care management entity of children, youth and young adults and their families who are served within the System of Care in order to enhance the ability to communicate outcomes to the Department and other System of Care stakeholders in alignment with RSA 135:F, System of Care for Children's Mental Health.

1.11.2. The Contractor shall ensure the evaluation team provides information that includes, but is not limited to:

1.11.2.1. The expansion and utilization of the QuickBase system, which tracks and stores aggregated data including but not limited to;

1.11.2.1.1. Statewide FAST Forward referral data.

1.11.2.1.2. Statewide FAST Forward intake and eligibility forms and approvals.

1.11.2.1.3. Statewide Early Childhood Enhanced Care Coordination referral data.

1.11.2.1.4. Statewide Early Childhood Enhanced Care Coordination intake and eligibility forms and approvals.

1.11.2.1.5. Statewide Interim Support List.

1.11.2.1.6. Statewide TRECC referral data.

1.11.2.1.7. Statewide TRECC CME assignment data.

1.11.2.1.8. Residential Treatment Dashboards, including but not limited to:

1.11.2.1.8.1. Youth who are served by the Department's Bureau of Children's Behavioral Health funded for residential treatment.

1.11.2.1.8.2. Program Information and demographics

1.11.2.1.9. Comprehensive Assessment for Treatment dashboards as applicable to the Department's Bureau of Children's Behavioral Health.

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- 1.11.2.2. Evaluative program outcomes and de-identified and aggregate client- level data from sources referenced by the Department.
- 1.11.2.3. Outcome and de-identified, aggregate client-level data for Department use, which may include but is not limited to:
 - 1.11.2.3.1. Service Utilization Data.
 - 1.11.2.3.2. Number of youth remaining in the community compared to the number of youth needing to access residential treatment.
 - 1.11.2.3.3. Length of stay in residential treatment outcomes and reporting
- 1.11.3. The Contractor shall provide a leadership team with a minimum of three (3) members who shall participate in the Department's annual site review process, which includes, but is not limited to:
 - 1.11.3.1. Reviewing program services for twenty percent (20%) of participants served annually for compliance with all items outlined in the agreement, which includes, but is not limited to:
 - 1.11.3.1.1. Eligibility and re-eligibility assessments.
 - 1.11.3.1.2. Plan of care.
 - 1.11.3.1.3. Person Centered Planning practices.
 - 1.11.3.1.4. Conflict of interest issues.
 - 1.11.3.1.5. Setting requirements.
 - 1.11.3.1.6. Provider qualifications.
 - 1.11.3.2. Collaborating with the Department to address areas that require improvement as identified during the site review, which includes, but is not limited to, creating a plan that outlines the activities for improvement no more than thirty (30) days after the site review.
 - 1.11.3.3. Collaborating with the Department to implement the plan for improvement in subparagraph 1.11.3.2. and reporting on all related activities until evidence of improvement is achieved.
 - 1.11.3.4. Providing review of documentation and outcome data.
 - 1.11.3.5. Conducting anonymous survey questionnaires for children, youth and young adults as well as their families.
 - 1.11.3.6. Providing the results of the survey questionnaires to the Department.
 - 1.11.3.7. Facilitating interviews with entities who may include, but are not limited to:
 - 1.11.3.7.1. Children, youth and young adults as well as their families.

County of Cheshire

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- 1.11.3.7.2. Wraparound Coordinators.
- 1.11.3.7.3. Sub-contractors and stakeholders.
- 1.11.3.7.4. Program Director.

2. Reporting

- 2.1. The Contractor shall submit quarterly reports on program services provided, ensuring data is de-identified and in the aggregate, including but not limited to:
 - 2.1.1. Census data.
 - 2.1.2. Provisions of services or service utilization data.
 - 2.1.3. Number of individuals admitted to residential treatment services.
 - 2.1.4. Discharge numbers.
 - 2.1.5. Discharge reasons.
 - 2.1.6. Patient residential zip code.
 - 2.1.7. Demographics of individuals served including, but not limited to:
 - 2.1.8. Gender.
 - 2.1.9. Age.
- 2.2. The Contractor shall ensure the Evaluation Team as outlined in Paragraph 1.11.1, submits quarterly reports and presents virtually or in-person to the Department on the following:
 - 2.2.1. Evaluative program outcomes.
 - 2.2.2. De-identified and aggregate client-level data from sources referenced from the Department.
 - 2.2.3. Outcome and de-identified, aggregate client-level data for Department purposes, including but not limited to:
 - 2.2.3.1. Service Utilization Data.
 - 2.2.3.2. Acute Psychiatric Hospitalization reports.
 - 2.2.3.3. Number of youth remaining in community comparatively to the number of youth needing to access residential treatment.
 - 2.2.4. Gap analysis.

3. Performance Measures

- 3.1. The Contractor shall ensure:
 - 3.1.1. The CANS assessment tool is used with psychiatric and residential oversight, FAST Forward, and Early Childhood Enhanced Care

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Coordination engagements with 95% of engaged children, youth and young adults as well as their families.

- 3.1.2. The Child Well-being Scale is used with 95% of families engaged in Early Childhood Enhanced Care Coordination.
- 3.1.3. The the Youth Progress Scale (YPS) and Team Meeting Rating Scale (TMRS) assessment tools are utilized with 80% of engaged children/youth/young adults and their families.
- 3.1.4. FAST Forward plans of care are completed with 100% of engaged children, youth and young adults as well as their families.

4. Exhibits Incorporated

- 4.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

5.3. Credits and Copyright Ownership

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- 5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 5.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
- 5.3.3.1. Brochures.
 - 5.3.3.2. Resource directories.
 - 5.3.3.3. Protocols or guidelines.
 - 5.3.3.4. Posters.
 - 5.3.3.5. Reports.
- 5.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

5.4. Operation of Facilities: Compliance with Laws and Regulations

- 5.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

5.5. Eligibility Determinations

- 5.5.1. If the Contractor is permitted to determine the eligibility of individuals

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[Signature]

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- such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
- 5.5.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
- 5.5.3. In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
- 5.5.4. The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. Records

- 6.1. The Contractor shall keep records that include, but are not limited to:
- 6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
- 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 6.1.4. Medical records on each patient/recipient of services.

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Exhibit B Amendment #2

- 6.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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

Payment Terms

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit B Amendment #2, Scope of Services.
2. This Agreement is funded by:
 - 2.1. 83% General funds.
 - 2.2. 17% AMERICAN RESCUE PLAN ACT (ARPA) AS AWARDED FROM THE GOVERNOR'S OFFICE FOR EMERGENCY RELIEF AND RECOVERY (GOFERR), ARP FRF funds under Section 602 (c)(1)(A).
3. For the purposes of this Agreement the Department has identified:
 - 3.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
 - 3.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
4. The Contractor shall bill and seek reimbursement for FAST Forward Program services provided to individuals pursuant to this Agreement as follows :
 - 4.1. The Contractor shall first bill the clients' other insurance or payor sources.
 - 4.2. For Medicaid enrolled individuals, the Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule for the following services, with prior authorization from the Department:
 - 4.2.1.1. Community-based wrap-around services.
 - 4.2.1.2. Family peer support, self-help/peer services
 - 4.2.1.3. Youth peer support, self-help, peer services.
 - 4.2.1.4. Mental health services not otherwise specified.
 - 4.2.1.5. Respite care-In the home.
 - 4.2.1.6. Respite care, not in the home, foster care, child, non-therapeutic.
 - 4.2.1.7. Respite care, not in the home, foster care, therapeutic, child,
 - 4.2.1.8. Respite care, not in the home, group home, child, per diem.
 - 4.2.2. The Department will approve the use of the necessary ISO code(s) for Medicaid billing.
- 4.3. The Contractor agrees that provided services will be billed to Medicaid following the codes and fee schedule set forth by the Department.
- 4.4. For FAST Forward Program services provided to individuals that are not billable to other insurance or payors, or Medicaid, the Contractor shall bill using the budget line item listed as Billing for Uninsured as specified in Exhibit C-3 SFY 2023 Budget, Amendment #2 as follows:

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**New Hampshire Department of Health and Human Services
Care Management Entity Services**



Exhibit C Amendment #2

- 4.4.1. The Contractor shall only be reimbursed up to the current Medicaid rate for the Medicaid eligible services provided. The current Medicaid rate will be paid in accordance with the current, publically posted Children's Mental Health HCBC Medicaid Rate Schedule.
- 4.4.2. The Contractor's billings to the Department shall be made monthly and are not to exceed the Billing for Uninsured line item as specified in Exhibit C-3 SFY 2023 Budget, Amendment #2.
- 4.5. For the budget lines item listed as Billing for Uninsured as specified in Exhibit C-3 SFY 2023 Budget, Amendment #2 the Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:
 - 4.5.1. For Psychiatric Oversight services, the Contractor shall be paid a daily rate of \$70.00 per day up to a five day maximum per hospitalization billable for the length of enrollment.
 - 4.5.2. For Residential Oversight services, the Contractor shall be paid a daily rate of \$70.00 per day up to a three day maximum per week for the length of enrollment.
 - 4.5.3. For Early Childhood Enhanced Care Coordination services, the Contractor shall be paid a daily rate of \$70.00 per day up to a three day maximum per week for the length of enrollment.
- 4.6. The Contractor's billings to the Department shall be made monthly and are not to exceed the Billing for Uninsured line item as specified in Exhibit C-3 SFY 2023 Budget.
5. Except for the budget lines item listed as Billing for Uninsured as specified in Exhibit C-3 SFY 2023 Budget, Amendment #2, payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, which shall not exceed the approved line items specified in Exhibit C-3 SFY 2023 Budget, Amendment #2. Invoicing for these line items of the approved budget shall be net any other revenue received towards the services billed in fulfillment of this agreement.
6. The Contractor shall submit an invoice in a form satisfactory to the State by the ten (10th) day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
 - 6.1. Backup documentation shall include, but is not limited to:
 - 6.1.1. General Ledger showing revenue and expenses for the contract.
 - 6.2. The following backup documentation may also be requested as needed:
 - 6.2.1. Invoices supporting expenses reported.
 - 6.2.2. Cost center reports
 - 6.2.3. Profit and loss report

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**New Hampshire Department of Health and Human Services
Care Management Entity Services**



Exhibit C Amendment #2

- 6.2.4. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.
- 6.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
- 6.4. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
- 6.5. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Tanja.Godtfredsen@dhhs.nh.gov, or invoices may be mailed to:
- Financial Administrator
Department of Health and Human Services
Division for Behavioral Health
105 Pleasant Street
Concord, NH 03301
8. Payments may be withheld pending receipt of required reports, documentation, or budgets as identified in Exhibit B Amendment #2, Scope of Services and in this Exhibit C Amendment #2 Payment Terms.
9. 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.
10. Notwithstanding Paragraph 17 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.
11. Audits
- 11.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
- 11.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

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**New Hampshire Department of Health and Human Services
Care Management Entity Services**



Exhibit C Amendment #2

- 11.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
- 11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 11.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 11.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
- 11.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 11.4. 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

Exhibit C-2 Amendment #2 Rate Schedule

#	Requirement	Description	Fund Source	Rate/Contract amounts					
Fast Forward Services					Cell 1-6				
1	Medicaid Benefit enrolled	HCBS Benefit with SA	Medicaid	Current Children's Mental Health HCBC Medicaid Rate Schedule (Hyperlink in Cell 1-6)	Link to Current Children's Mental Health HCBC Medicaid Rate Schedule: https://nhmmis.nh.gov/portals/wps/wcm/connect/563ed7804c87b06d8d46ffacbe5ab710/2020+Childrens+Mental+Health+HCBS+Medicaid+Rate+Schedule.pdf?MOD=AJPERES				
2	Non Medicaid Benefit enrolled kids	Medicaid billing under ISO auth. (H0041)	Medicaid	\$70.00/day					
3	All Medicaid covered children	Intensive in home supports- using ISO authorization (H0041)	Medicaid	\$60/day					
Bill to Contract					SFY 2022 Funds	SFY 2023 Funds			
4	Uninsured or under insured youth who meet Fast Forward eligibility	Non Medicaid billable	State General Fund dollars	Follows Children's Mental Health HCBC Medicaid Rate Schedule (Hyperlink in Cell 1-6.)	\$300,000 inclusive of the Amount of Funding in Exhibit C-2 SFY 2022 Budget	\$300,000 inclusive of the Amount of Funding in Exhibit C-3 SFY 2023 Budget, Amendment #2			
5	Non-Medicaid youth until enrolled in Medicaid	Billing for all services within FAST Forward array using youth invoice	State General Fund dollars	Follows both Children's Mental Health HCBC Medicaid Rate Schedule (Hyperlink in Cell 1-6) and a payment of the \$60.00 per day for intensive in-home services (If applicable).					
6	Non Medicaid billable Customizable Goods and Services	Allowable Customizable Goods and Services	State General Fund dollars	Billed to contract per the Fast Forward Program Manual guidelines for allowable uses. Use youth invoice.					
Enhanced Care Coordination									
7	Psychiatric Oversight – TRECC Psych	Up to 5 days per hospitalization billable	State General Fund dollars	\$70.00/day, up to a maximum of five (5) days while enrolled.					
8	Residential Oversight – TRECC Residential	Up to 3 days per week for treatment episode	State General Fund Dollars	\$70.00/day, up to a maximum of three (3) days per week while enrolled.					

County of Cheshire

Exhibit C-2 Amendment #2 Rate Schedule

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Exhibit C-2 Amendment #2 Rate Schedule

9	Early Childhood-Enhanced Care Coordination	Up to 3 days per week for treatment episode	State General Fund Dollars	\$70.00/day, up to a maximum of three (3) days per week while enrolled.					
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County of Cheshire

Exhibit C-2 Amendment #2 Rate Schedule

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
Contractor Initials 
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Exhibit C-3 SFY 2023 Budget, Amendment #2

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Instructions: Fill out the Direct/Indirect columns only for Contractor Share (if applicable) and Funded by DHHS. Everything else will automatically populate.

Contractor Name: County of Cheshire

Budget Request for: Care Management Entity Services

Budget Period: SFY 2023

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share.		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 1,051,832.00	\$ -	\$ 1,051,832.00	\$ 963,208.00	\$ -	\$ 963,208.00	\$ 86,624.00	\$ -	\$ 86,624.00
2. Employee Benefits	\$ 565,946.00	\$ -	\$ 565,946.00	\$ 504,751.00	\$ -	\$ 504,751.00	\$ 61,195.00	\$ -	\$ 61,195.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ 16,000.00	\$ -	\$ 16,000.00	\$ 11,200.00	\$ -	\$ 11,200.00	\$ 4,800.00	\$ -	\$ 4,800.00
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 22,600.00	\$ -	\$ 22,600.00	\$ 18,550.00	\$ -	\$ 18,550.00	\$ 4,050.00	\$ -	\$ 4,050.00
6. Travel	\$ 111,000.00	\$ -	\$ 111,000.00	\$ 86,700.00	\$ -	\$ 86,700.00	\$ 24,300.00	\$ -	\$ 24,300.00
7. Occupancy	\$ 34,800.00	\$ -	\$ 34,800.00	\$ 24,360.00	\$ -	\$ 24,360.00	\$ 10,440.00	\$ -	\$ 10,440.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 11,630.00	\$ -	\$ 11,630.00	\$ 8,141.00	\$ -	\$ 8,141.00	\$ 3,489.00	\$ -	\$ 3,489.00
Postage	\$ 500.00	\$ -	\$ 500.00	\$ 440.00	\$ -	\$ 440.00	\$ 60.00	\$ -	\$ 60.00
Subscriptions	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 700.00	\$ -	\$ 700.00	\$ 300.00	\$ -	\$ 300.00
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Advertising	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 1,850.00	\$ -	\$ 1,850.00	\$ 150.00	\$ -	\$ 150.00
Board Expenses	\$ 23,600.00	\$ -	\$ 23,600.00	\$ 22,225.00	\$ -	\$ 22,225.00	\$ 1,375.00	\$ -	\$ 1,375.00
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 75,000.00	\$ -	\$ 75,000.00	\$ 60,000.00	\$ -	\$ 60,000.00	\$ 6,000.00	\$ -	\$ 6,000.00
11. Staff Education and Training	\$ 50,000.00	\$ -	\$ 50,000.00	\$ 39,200.00	\$ -	\$ 39,200.00	\$ 10,800.00	\$ -	\$ 10,800.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Youth Move	\$ 188,150.00	\$ -	\$ 188,150.00	\$ 68,150.00	\$ -	\$ 68,150.00	\$ 120,000.00	\$ -	\$ 120,000.00
NAMI - NH	\$ 308,340.00	\$ -	\$ 308,340.00	\$ 198,340.00	\$ -	\$ 198,340.00	\$ 200,000.00	\$ -	\$ 200,000.00
KSC - Evaluation	\$ 175,000.00	\$ -	\$ 175,000.00	\$ 70,000.00	\$ -	\$ 70,000.00	\$ 105,000.00	\$ -	\$ 105,000.00
UNH - IOD	\$ 362,500.00	\$ -	\$ 362,500.00	\$ 265,000.00	\$ -	\$ 265,000.00	\$ 97,500.00	\$ -	\$ 97,500.00
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Community Mental Health	\$ 40,000.00	\$ -	\$ 40,000.00	\$ 32,000.00	\$ -	\$ 32,000.00	\$ 8,000.00	\$ -	\$ 8,000.00
Language Services	\$ 25,834.00	\$ -	\$ 25,834.00	\$ 20,667.00	\$ -	\$ 20,667.00	\$ 5,167.00	\$ -	\$ 5,167.00
Mental Health	\$ 300,000.00	\$ -	\$ 300,000.00	\$ 240,000.00	\$ -	\$ 240,000.00	\$ 60,000.00	\$ -	\$ 60,000.00
Uninsured	\$ 300,000.00	\$ -	\$ 300,000.00	\$ -	\$ -	\$ -	\$ 300,000.00	\$ -	\$ 300,000.00
Customizable Goods & Services	\$ 200,000.00	\$ -	\$ 200,000.00	\$ 186,000.00	\$ -	\$ 186,000.00	\$ 14,000.00	\$ -	\$ 14,000.00
Center for TPR	\$ 221,450.00	\$ -	\$ 221,450.00	\$ -	\$ -	\$ -	\$ 221,450.00	\$ -	\$ 221,450.00
Beth to 5 year olds	\$ 478,550.00	\$ -	\$ 478,550.00	\$ -	\$ -	\$ -	\$ 478,550.00	\$ -	\$ 478,550.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect Cost	\$ -	\$ 99,750.00	\$ 99,750.00	\$ -	\$ -	\$ -	\$ -	\$ 99,750.00	\$ 99,750.00
TOTAL	\$ 4,655,732.00	\$ 99,750.00	\$ 4,755,482.00	\$ 2,830,482.00	\$ -	\$ 2,830,482.00	\$ 1,825,250.00	\$ 99,750.00	\$ 1,925,000.00

Indirect As A Percent of Direct

2.1%

5.5%

**New Hampshire Department of Health and Human Services
Exhibit D**



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Vendor Name: County of Cheshire

7/21/2022

Date

DocuSigned by:

Dennis Calcutt

Name: Dennis Calcutt

Title: Director

New Hampshire Department of Health and Human Services
Exhibit E



CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

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

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

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

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

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

Vendor Name: County of Cheshire

7/21/2022

Date

DocuSigned by:

Dennis Calcutt

Name: Dennis Calcutt

Title: Director

Exhibit E – Certification Regarding Lobbying

Vendor Initials

DS
DC

Date 7/21/2022

**New Hampshire Department of Health and Human Services
Exhibit F**



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

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

INSTRUCTIONS FOR CERTIFICATION

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

DC



**New Hampshire Department of Health and Human Services
Exhibit F**

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 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: County of Cheshire

7/21/2022

Date

DocuSigned by:

Dennis Calcutt

Name: Dennis Calcutt

Title: Director

Contractor Initials

DS
DC

7/21/2022
Date

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

DS
DC

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: County of Cheshire

7/21/2022

Date

DocuSigned by:

Dennis Calcutt

3-2D63DCA078820...

Name: Dennis Calcutt

Title: Director

Exhibit G

Contractor Initials

DS
DC

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 H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: County of Cheshire

7/21/2022

Date

DocuSigned by:

Dennis Calcutt

Name: Dennis Calcutt

Title: Director

**New Hampshire Department of Health and Human Services
Exhibit J**



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (UEI #)
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: County of Cheshire

7/21/2022

Date

DocuSigned by:

Dennis Calcutt

Name: Dennis Calcutt

Title: Director

DS
DC



**New Hampshire Department of Health and Human Services
Exhibit J**

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The UEI (SAM.gov) number for your entity is: RX31FLVKUVY3
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: _____



County of Cheshire

12 Court Street, Keene, NH 03431
www.co.cheshire.nh.us

CERTIFICATE OF AUTHORITY

I, **Terry Clark, Clerk, County of Cheshire Board of Commissioners**, hereby certify that:

1. I am a duly elected County Clerk/County Official) of the County of Cheshire, New Hampshire.

2. I hereby certify that **Christopher C. Coates, County Administrator, and/or Dennis Calcutt, Director, Connected Families NH**, are authorized on behalf of this county 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. I hereby certify that this authority has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment/agreement to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupies the position(s) indicated and that they have full authority to bind the county. To the extent that there are any limits on the authority of any listed individual to bind the county in contracts or other agreements with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: June 24, 2022

Signature of County Clerk/County Official
Name: **Terry Clark**
Title: **Clerk, County of Cheshire
Board of Commissioners**

Area Code 603

• County Commissioners 352-8215/Fax 355-3026 • Registry of Deeds 352-0403/Fax 352-7678 • Finance Department 355-0154/Fax 355-3000 - 12 Court Street, Keene, NH 03431 • County Sheriff 352-4238/Fax 355-3020 • County Attorney 352-0056/Fax 355-3012 - 12 Court Street, Keene, NH 03431 • Behavioral Health Court 355-0160/Fax 355-0159 - 33 West St. Keene, N.H. • Department of Corrections 825 Marlboro Street, Keene, 03431 - 903-1600/Fax 352-4044 • Maplewood Nursing Home & Assisted Living 399-4912/Fax 399-7005 • TTY Access 1-800-735-2964 • Facilities 399-7300/Fax 399-7357 • Human Resources 399-7317/399-7378/Fax 399-4429 - 201 River Rd, Westmoreland, NH 03467



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

Participating Member: Cheshire County 12 Court Street 1st Floor - Room 171 Keene, NH 03431		Member Number: 601	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ 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"/> General Liability (Occurrence Form) Professional Liability (describe) <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence </div>	1/1/2022	1/1/2023	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange By: <i>Mary Beth Purcell</i> Date: 6/21/2022 mpurcell@nhprimex.org Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
State of NH Department of Health and Human Services 129 Pleasant Street Concord, NH 03301-3857			

12 mac



Lori A. Shabinette
Commissioner

Katja S. Fox
Director

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

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

June 15, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend an existing contract with the County of Cheshire (VC#188382-B004), Keene, NH for the provision of Care Management Entity services through the Families and Systems Together (FAST) Forward program, by exercising a renewal option by increasing the price limitation by \$2,300,000 from \$1,200,000 to \$3,500,000 and by extending the completion date from June 30, 2021 to June 30, 2023, effective July 1, 2021, upon Governor and Council approval. 100% General Funds.

The original contract was approved by the Governor and Council on September 23, 2020, item #14.

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

05-95-92-921010-20530000 Health and Social Services, Health and Human Services Dept Of, HHS, Bureau of Children's Behavioral Health, Systems of Care

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	103-500731	Contracts for Prog Svc	92102053	\$1,200,000	\$0	\$1,200,000
2022	103-500731	Contracts for Prog Svc	92102053	\$0	\$1,150,000	\$1,150,000
2023	103-500731	Contracts for Prog Svc	92102053	\$0	\$1,150,000	\$1,150,000
			Total	\$1,200,000	\$2,300,000	\$3,500,000

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

EXPLANATION

The purpose of this request is to ensure continuity of care through Care Management Entity services for families with a child or youth who has a serious emotional disturbance and a history of high utilization of behavioral health services and is enrolled in the FAST Forward Program.

The Department originally determined the Contractor to be uniquely qualified as it can comply with the requirements of a Care Management Entity as outlined in the Medicaid 1915(i), RSA 135-F, and the Federal Family First Prevention Services Act of 2018. The Contractor has trained staff who have experience delivering this programming to at-risk, complex children and their families.

The Contractor will continue providing oversight for residential treatment and for children and youth in a psychiatric hospital, and for children, youth and families who are involved with the Division of Children, Youth and Families and have an open court case.

Youth with complex behavioral health needs face a range of challenges and are at risk for poor health and education outcomes. These youth are more likely to have difficulty forming friendships, drop out of high school, come in contact with the juvenile justice system, and attempt suicide more often than children and youth who are not balancing the daily challenges of having a serious emotional disturbance.

Approximately 600 individuals and approximately 2,100 of their family members will be served from July 1, 2021 to June 30, 2023.

Youth with complex behavioral health needs, especially those served in out-of-home placements such as foster care or residential care, are often taking more than one psychotropic medication and are at increased risk for adverse side effects that could negatively impact their physical health. These same children and youth are often served by, or come into contact with, multiple State and local agencies, such as Medicaid, social service agencies, child welfare agencies, behavioral health agencies, juvenile justice systems, schools and other educational organizations. Despite the best intentions and hard work of families and providers, services are often fragmented and difficult to navigate. The Contractor will provide oversight and coordination for the delivery of services to the children, youth, and their families.

The Department will monitor contracted services by ensuring the Contractor:

- Uses the Child and Adolescent Needs and Strengths assessment tool with psychiatric oversight and Families and Systems Together Forward engagements with 95% of engaged children, youth and young adults as well as their families.
- Utilizes the Youth Progress Scale and Team Meeting Rating Scale assessment tools with 80% of engaged children, youth and their families.
- Completes Families and Systems Together Forward plans of care with 100% of engaged children and youth, and their families.

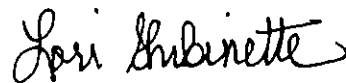
As referenced in Exhibit A, Revisions to Standard Contract Provisions, Paragraph 3. Effective Date/Completion of Services, of the original contract, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for two (2) of the four (4) years available.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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Should the Governor and Council not authorize this request families with children and youth who have serious emotional disturbances may have fewer services available to them in their communities to meet the challenges that are presented by mental illness, and may have longer stays at residential and psychiatric hospitals. Additionally, the Department may be out of compliance with New Hampshire RSA 135:F (System of Care for Children's Mental Health).

Area served: Statewide.

Respectfully submitted,

A handwritten signature in cursive script, reading "Lori Shibinette".

Lori A. Shibinette
Commissioner



New Hampshire Department of Health and Human Services Care Management Entity Services

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

This 1st Amendment to the Care Management Entity Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and County of Cheshire, (hereinafter referred to as "the Contractor"), a municipality with a place of business at 12 Court Street, Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 23, 2020, (Item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Standard Contract Provisions, Section 1, Subsection 1.1 of services, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2023
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$3,500,000
3. Modify Exhibit C, Payment Terms, Paragraph 2.5.2. to read:
2.5.2. Submit one (1) budget for State Fiscal Year 2022 and one (1) budget for State Fiscal Year 2023, for approval in a form satisfactory to the Department, no later than 10 days from the Effective Date of Amendment #1, which shall be retained by the Department. The Contractor shall ensure approval is received from the Department prior to submitting invoices for payment.
4. Modify Exhibit C, Payment Terms, by adding Paragraph 2.5.3. as follows:
2.5.3 Submit a request for payment to the Department for actual expenditures incurred in the fulfillment of this Agreement in accordance with the approved budgets in paragraph 2.5.2., hereinafter referred to as "Exhibit C-2 SFY 2022 Budget" and "Exhibit C-2 2023 Budget", respectively.
5. Modify Exhibit C, Payment Terms, by modifying Section 3. as follows:
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and in accordance with the approved line items, as specified in Exhibit C-2 SFY 2022 Budget and Exhibit C-2 2023 Budget.

**New Hampshire Department of Health and Human Services
Care Management Entity Services**



All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective July 1, 2021, subject to Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

6/16/2021
Date

DocuSigned by:
Katja Fox
E09D06804C63442
Name: Katja Fox
Title: Director

County of Cheshire

6/16/2021
Date

DocuSigned by:
Chris Coates
10941AE08534480
Name: Chris Coates
Title: County Administrator

**New Hampshire Department of Health and Human Services
Care Management Entity Services**



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

OFFICE OF THE ATTORNEY GENERAL

6/16/2021
Date

DocuSigned by:

D5C40203E32C4AE
Name: Catherine Pinos
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

SEP09'20 AM 10:00 DAS



Lori A. Sabbatone
Commissioner

Kalja S. Fox
Director

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

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

August 17, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a **Sole Source** contract with County of Cheshire Vendor Code #177372-B004, Keene, NH in the amount of \$1,200,000 for the provision of Care Management Entity services through the FAST Forward program, with the option to renew for up to four (4) additional years, effective upon Governor and Council approval through June 30, 2021. 100% General Funds.

Funds are available in the following account for State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-092-922010-20530000-102-500731 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUR FOR CHILDRENS BEHAVRL HLTH, SYSTEM OF CARE

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102-500731	Contracts for Prog Svc	92102053	\$1,200,000
			Total	\$1,200,000

EXPLANATION

This request is **Sole Source** because the Contractor is uniquely qualified to provide the necessary services. The Contractor is uniquely qualified due to meeting the requirements of a Care Management Entity as outlined in the Medicaid 1915(i), RSA 135-F as amended by Senate Bill 14 and the federal legislation called Families First. The Contractor has been a partner in New Hampshire's System of Care development and expansion for more than four years as a System of Care Grantee through the Federal Office of Substance Abuse and Mental Health Administration, and is ready and willing to become a Care Management Entity. The Contractor has trained staff who have experience delivering program services to at-risk children with complex behavioral health

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

needs, and their families.

The purpose of this request is to provide continuity of care through Care Management Entity services for families with a child or youth who has a serious emotional disturbance and a history of high utilization of behavioral health services and who is enrolled in the FAST Forward Program.

The Contractor will provide oversight of residential treatment services provided to children and youth in a psychiatric hospital. The Contractor will also provide oversight and coordination of services for children, youth and families who are involved with the Division for Children, Youth and Families and have an open court case.

National studies show that youth with complex behavioral health needs face a range of challenges and are at risk for poor health and education outcomes. These youth are more likely to have difficulty forming friendships, drop out of high school, come in contact with the juvenile justice system, and attempt suicide more often than children and youth that are not balancing the daily challenges of having a serious emotional disturbance.

Qualifying children and youth are individuals who are eligible for Medicaid; between five (5) and twenty-one (21) years of age, experiencing difficulties in day-to-day life due to a diagnosis of serious emotional disturbances; and at risk of multi-agency involvement.

Approximately 1000 children and youths and family members will be served from October 1, 2020 to June 30, 2021.

Youth with complex behavioral health needs, especially those served in out-of-home placements such as foster care or residential care, are often served by, or come into contact with, multiple State and local agencies, such as Medicaid, social service agencies, child welfare agencies, behavioral health agencies, juvenile justice systems, schools and other educational organizations. The various combinations of services are sometimes fragmented and difficult to navigate. The Contractor will provide oversight and coordination for the delivery of services to the children, youth, and their families who are served by multiple agencies.

The Department will monitor contracted services using the following performance measures:

- The Contractor must ensure that the Child and Adolescent Needs and Strengths (CANS) assessment tool is used with psychiatric oversight and FAST Forward engagements with 95% of engaged children, youth and young adults as well as their families.
- The Contractor must ensure that the Youth Progress Scale (YPS) and Team Meeting Rating Scale (TMRS) assessment tools are utilized with 80% of engaged children, youth and their families.
- The Contractor must ensure that FAST Forward plans of care are completed with 100% of engaged children and youth, and their families.

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

As referenced in Exhibit A, Revisions to Standard Contract Provisions, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.1 of the attached contract, the parties have the option to extend the agreement for up four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, families with children and youth who have serious emotional disturbances may have fewer services available to them in their communities to meet the challenges that are presented by mental illness, and may have longer stays at residential and psychiatric hospitals. Additionally, the Department may be found noncompliant with New Hampshire RSA 135-F: 2019 New Hampshire Revised Statutes, Title X - Public Health, Chapter 135-F - System of Care for Children's Mental Health.

Area served: Statewide

Respectfully submitted,



Lori A. Shibanette
Commissioner

FORM NUMBER P-37 (version 12/11/2019)

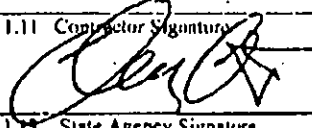

Subject: Care Management Entity Services (SS-2021-DBH-05-CAREM-01)

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name County of Cheshire		1.4 Contractor Address 12 Court St. Keene, NH 03431	
1.5 Contractor Phone Number (603) 357-1738	1.6 Account Number 05-095-092-922010- 20530000-102-500731	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$1,200,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 8-12-20		1.12 Name and Title of Contractor Signatory County Administrator	
1.13 State Agency Signature  Date: 8/13/20		1.14 Name and Title of State Agency Signatory K. J. Fox, Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Catherine Pinos On: 08/17/20			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT D which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT D, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement; including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, recklessness or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to four (4) additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

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

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide continuity of care through Care Management Entity services, statewide, for families with children, youth or young adults ages five (5) through age twenty-one (21) years who have Severe Emotional Disturbances (SED) and who are enrolled in the FAST Forward program, as required by New Hampshire (NH) Revised Statutes Annotated (RSA) 135-F:4, Duties of Commissioner of the Department of Health and Human Services.
- 1.2. For the purposes of this agreement, all references to days shall mean calendar days.
- 1.3. The Contractor shall provide services to children, youth, and families in accordance with the System of Care core values, ensuring services are:
 - 1.3.1. Family and youth driven.
 - 1.3.2. Culturally and linguistically competent.
 - 1.3.3. Community based.
 - 1.3.4. Trauma-informed.
- 1.4. The Contractor shall work collaboratively with the children, youth, and families enrolled in the FAST Forward program, as well as service providers, when assessing each family member's capabilities and challenge areas in order to develop supports and interventions that:
 - 1.4.1. Are effective;
 - 1.4.2. Are individualized; and
 - 1.4.3. Acknowledge the strengths of the family.
- 1.5. The Contractor shall accept all referrals for services received from the Department.
- 1.6. The Contractor shall work with appropriate service providers to provide support for children, youth, young adults and their families, which include, but are not limited to:
 - 1.6.1. Community Mental Health Centers, which include:
 - 1.6.1.1. Monadnock Family Services;
 - 1.6.1.2. Community Partners;
 - 1.6.1.3. Seacoast Mental Health;
 - 1.6.1.4. Mental Health Center of Greater Manchester;
 - 1.6.1.5. Great Nashua Mental Health Center;
 - 1.6.1.6. West Central Behavioral Health;

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- 1.6.1.7. Lakes Region Mental Health Center;
- 1.6.1.8. Northern Human Services;
- 1.6.1.9. Center for Life Management; and
- 1.6.1.10. Riverbend Community Mental Health.
- 1.6.2. Peer Support Agencies.
- 1.6.3. School districts.
- 1.6.4. Family resource centers.
- 1.6.5. Other Care Management entities contracted with the Department.
- 1.7. FAST Forward Program**
 - 1.7.1. The Contractor shall provide Care Management Entity services in accordance with the Department's FAST Forward Program Policy and Practice Manual, as provided by the Department, and as it may be amended.
 - 1.7.2. The Contractor shall work collaboratively with all Care Management Entity Services contracted with the Department in an effort to maintain continuity of care for children, youth and young adults as well as their families, in areas regarding:
 - 1.7.2.1. Regional coverage of FAST Forward services;
 - 1.7.2.2. Instances of the child, youth, or young adult and the family relocating to another covered region;
 - 1.7.2.3. Instances of acute psychiatric hospitalization becoming a medical necessity for a child, youth, or young adult; and
 - 1.7.2.4. Instances of a system level collaboration being necessary due to a child, youth, or young adult experiencing high-risk needs.
 - 1.7.3. The Contractor shall provide Intensive In-Home services which may include Individual Services Options (ISO) in-home services, in accordance with New Hampshire Administrative Rule He-C 6339, Certification for Payment Standards for Community-Based In-Home Service Providers: Child Health Support, Home Based Therapeutic [sic], Therapeutic Day Treatment, Adolescent Community Therapeutic Services and Individual Service Options – In-Home, which include, but are not limited to:
 - 1.7.3.1. Crisis support.
 - 1.7.3.2. Intensive behavioral supports.
 - 1.7.3.3. Planned and emergency respite.

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1.7.4. The Contractor shall conduct assessments, as required by the Department, utilizing evaluation tools that include, but are not limited to:

1.7.4.1. The Youth Progress Rating Scale (YPS), also known as outcome rating scale (ORS), which is a quantitative youth and family self-report survey. The Contractor shall ensure:

1.7.4.1.1. Responses are reviewed by the FAST Forward Coordinator;

1.7.4.1.2. A copy of the responses are maintained in the family's case record; and

1.7.4.1.3. The original responses are forwarded to the FAST Forward Program Manager.

1.7.4.2. The Team Meeting Rating Scale (TMRS), which is a survey of the family and youth administered at the conclusion of each Wraparound Team Meeting. The Contractor shall ensure:

1.7.4.2.1. Responses are reviewed by the FAST Forward Coordinator;

1.7.4.2.2. A copy of the responses are maintained in the family's case record; and

1.7.4.2.3. The original responses are forwarded to the FAST Forward Program Manager.

1.7.4.3. The Children and Adolescent Needs and Strengths (CANS) tool completed and reviewed upon beginning services, and at a minimum of every three (3) months thereafter, to measure the needs and strengths of the child, youth, or young adult and the family. The Contractor shall:

1.7.4.3.1. Complete the CANS assessment if not already completed by a clinician;

1.7.4.3.2. Ensure a copy of the assessment is maintained in the family's case record; and

1.7.4.3.3. Provide the original assessment to the FAST Forward Program Manager

1.7.5. The Contractor shall ensure case documents are available to the Department in order that a Document Review Measure (DRM), which is a review of case fill content, can be completed by the FAST Forward Program Manager.

1.8. Residential Treatment Oversight

1.8.1. The Contractor shall provide residential treatment oversight no later than 90 days from the contract effective date, as requested by the

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Department, in order to ensure successful and timely transitions as well as continuity of care for children, youth and young adults who require residential treatment services.

- 1.8.2. The Contractor shall work collaboratively with Department and all Care Management Entity Services contracted with the Department in an effort to maintain continuity of care for children, youth, and young adults who require residential treatment and to ensure statewide coverage, and in areas regarding:
 - 1.8.2.1. Regional coverage of FAST Forward services;
 - 1.8.2.2. Instances of child, youth, or young adult and family relocations into another covered region;
 - 1.8.2.3. Instances of acute psychiatric hospitalization becoming a medical necessity for a child, youth, or young adult; and
 - 1.8.2.4. Instances of a system level collaboration being necessary due to a child, youth, or young adult experiencing high-risk needs.
- 1.8.3. The Contractor shall accept referrals for residential treatment oversight services, as approved by the Department, from:
 - 1.8.3.1. Hospitals.
 - 1.8.3.2. Managed Care Organizations (MCO).
 - 1.8.3.3. Other behavioral health providers.
- 1.8.4. The Contractor shall ensure residential treatment oversight services include, but are not limited to:
 - 1.8.4.1. Ensuring family and youth voice and choice is central during treatment.
 - 1.8.4.2. Ensuring treatment plans are relevant to the issue that led to the individual to needing residential treatment services.
 - 1.8.4.3. Ensuring discharge plans are:
 - 1.8.4.3.1. Reflective of the appropriate level of care for the child, youth, or young adult;
 - 1.8.4.3.2. Realistic; and
 - 1.8.4.3.3. Achievable.
 - 1.8.4.4. Attending all pertinent treatment team meetings at the residential treatment facility and advocating for the child, youth, or young adult and their family.

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- 1.8.4.5. Providing coordination of any necessary referrals for services to support the transition of the child, youth, or young adult from a residential treatment back to the family home.
- 1.8.4.6. Referring the family to supportive services in their communities, which may include but are not limited to, family peer support groups.
- 1.8.4.7. Assisting the family with applying for Medicaid coverage, as necessary.
- 1.8.4.8. Providing documentation, if applicable, for the child, youth, or young adult who has court-involvement, in accordance with NH RSA 169-B:19 Dispositional Hearing or NH RSA 169-D:19, Modification of Dispositional Orders.
- 1.8.4.9. Ensuring the treatment recommendations are attainable within the community and the home setting by the caregiver, if the child, youth, or young adult is discharged to the home or community based placement.
- 1.8.5. For any child/youth/young adult enrolled in the CME or FAST Forward through the Contractor, who has an open Division for Children, Youth, and Families (DCYF) case (Child Protective Services (CPS) or Juvenile Justice System (JJS)) and is involved in the court system, the Contractor shall:
 - 1.8.5.1. Provide results of the CANS assessment and the Plan of Care (POC) to the court.
 - 1.8.5.2. Provide any recommendation for treatment and supportive services that will benefit the child, youth or young adult to the court.
 - 1.8.5.3. Provide progress reports to the court in accordance with court hearings for each child, youth and young adult.
- 1.8.6. The Contractor shall ensure all reports and plans of care submitted for court review:
 - 1.8.6.1. Are submitted in accordance with NH RSA 169-B 5a, Filing Reports, Evaluations, and Other Records; NH RSA 169-C 12-b, Filing Reports, Evaluations, and Other Records; and NH RSA 169-D4-a, Filing Reports, Evaluations, and Other Records;
 - 1.8.6.2. Include copies forwarded to the assigned Child Protective Service Worker and all other appropriate parties.
 - 1.8.6.3. Are clear, understandable and free of jargon.

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1.8.7. The Contractor shall work with the Department and other stakeholders to:

1.8.7.1. Develop outcome measures for children, youth and young adults who utilize residential treatment.

1.8.7.2. Incorporate the outcome measures into the Contractor's evaluation plan of targeted residential treatment levels of care.

1.9. Psychiatric Hospitalization Oversight

1.9.1. The Contractor shall provide psychiatric hospitalization oversight no later than 90 days from the contract effective date for children, youth and young adults admitted to an acute psychiatric hospital who need assistance to minimize the length of stay at the psychiatric hospital and successfully transition to a family home or residential care in a timely manner, as defined by the family and by medical necessity.

1.9.2. The Contractor shall provide psychiatric hospitalization oversight services for no longer than five (5) days after admittal to ensure family and youth voice and choice are present during treatments and that treatments are relevant to the issue that led to the hospitalization. The Contractor shall:

1.9.2.1. Attend all treatment team meetings at the hospital in which the child or youth is receiving services;

1.9.2.2. Ensure discharge and transition planning is realistic and meets the needs of the family;

1.9.2.3. Ensure treatment recommendations are attainable within the community and the home, if discharging to the home;

1.9.2.4. Ensure discharge plans reflect the appropriate level of care; and

1.9.2.5. Coordinate referrals for services and supports needed to support the individual's transitions.

1.9.3. The Contractor shall prioritize psychiatric hospitalization oversight for children, youth and young adults who:

1.9.3.1. Do not achieve the goal of timely discharge or transition based on clinical necessity.

1.9.3.2. Have rapid or chronic re-admissions that do not go beyond clinical necessity but are frequent in nature.

1.9.4. The Contractor shall work with the Department and hospital to assess instances where the child, youth or young adult may benefit from oversight, but may not meet the criteria as stated in Paragraph 1.9.3, which may include but are not limited to:

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- 1.9.4.1. Involuntary versus voluntary hospitalization.
- 1.9.4.2. Multi-system involvement.
- 1.9.5. The Contractor shall accept referrals from other Care Management Entities (CME) for psychiatric hospitalization oversight services, when the other CME has a conflict, or for instances when continuity of care takes priority.
- 1.9.6. The Contractor shall ensure that psychiatric oversight services include, but are not limited to:
 - 1.9.6.1. Discharge and transition planning that is realistic and meets the need of the child, youth, or young adult and their family.
 - 1.9.6.2. Ensuring the child, youth, or young adult and their family's voice and choice is present during treatment.
 - 1.9.6.3. Ensuring treatment plans are relevant to the issue that led to the hospitalization.
 - 1.9.6.4. Ensuring discharge plans reflect the appropriate level of care; are realistic; and are achievable.
 - 1.9.6.5. Ensuring that the child, youth, or young adult is assessed for the need of residential treatment, when indicated.
 - 1.9.6.6. Assisting the hospital with referrals to an assessor for residential treatment if necessary.
 - 1.9.6.7. Ensuring treatment recommendations are attainable within the community and the home when discharging to the home.
 - 1.9.6.8. Attending all treatment team meetings at the hospital and advocating for the child, youth or young adult and their family's needs.
 - 1.9.6.9. Providing support and coordinating referrals for services and supports needed for transitioning the child, youth or young adult.
 - 1.9.6.10. Connecting the family to supportive services in the community, which may include, but is not limited to family peer support groups.
 - 1.9.6.11. Assisting the family with applying for Medicaid coverage, as appropriate.

1.10. Evaluation and Site Review

- 1.10.1. The Contractor shall develop an evaluation team that provides assistance with:

- 1.10.1.1. Obtaining data from any contracted care management entity.

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- 1.10.1.2. Understanding and sharing evaluative data with the Department and any other care management entity of children, youth and young adults and their families who are served within the System of Care in order to enhance the ability to communicate outcomes to the Department and other System of Care stakeholders in alignment with NH RSA 135: F, System of Care for Children's Mental Health.
- 1.10.2. The Contractor shall ensure the evaluation team provides information that includes, but is not limited to:
 - 1.10.2.1. Evaluative program outcomes and de-identified and aggregate client-level data from sources referenced by the Department.
 - 1.10.2.2. Outcome and de-identified, aggregate client-level data for Department use, which may include but is not limited to:
 - 1.10.2.2.1. Service Utilization Data.
 - 1.10.2.2.2. Number of youth remaining in the community compared to the number of youth needing to access residential treatment.
 - 1.10.2.2.3. Length of stay in residential treatment outcomes and reporting.
- 1.10.3. The Contractor shall work closely with evaluation team to support the expansion and growth of Child Parent Psychotherapy (CPP)
- 1.10.4. The Contractor shall ensure a leadership team with a minimum of three (3) members participates in the Department's annual site review process which includes, but is not limited to:
 - 1.10.4.1. Reviewing program services for 20% of participants served annually for compliance with all items outlined in the agreement, which includes, but is not limited to:
 - 1.10.4.1.1. Eligibility and re-eligibility assessments.
 - 1.10.4.1.2. Plans of care.
 - 1.10.4.1.3. Person Centered Planning practices.
 - 1.10.4.1.4. Conflict of interest issues.
 - 1.10.4.1.5. Setting requirements.
 - 1.10.4.1.6. Provider qualifications.
 - 1.10.4.2. Collaborating with the Department regarding areas requiring improvement as a result of the site review, which include, but are not be limited to, creating a plan that outlines the activities

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for improvement no more than thirty (30) days after the site review.

- 1.10.4.3. Collaborating with the Department to implement the plan for improvement in Subparagraph 1.10.3.2. and reporting on all related activities until evidence of improvement is achieved.
- 1.10.4.4. Providing review of documentation and outcome data.
- 1.10.4.5. Conducting anonymous survey questionnaires for children, youth and young adults as well as their families.
- 1.10.4.6. Providing the results of the survey questionnaires to the Department.
- 1.10.4.7. Ensuring availability of interviews with entities that may include, but are not limited to:
 - 1.10.4.7.1. Children, youth and young adults as well as their families.
 - 1.10.4.7.2. Wraparound Coordinators.
 - 1.10.4.7.3. Sub-contractors and stakeholders.
 - 1.10.4.7.4. Program Director.

2. Exhibits Incorporated

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Reporting Requirements

- 3.1. The Contractor shall submit quarterly reports on program services provided, ensuring data is de-identified and in the aggregate and includes, but is not limited to:
 - 3.1.1. Census data.
 - 3.1.2. Provisions of services or service utilization data.
 - 3.1.3. Number of individuals admitted to residential treatment services.

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3.1.4. Discharge numbers.

3.1.5. Discharge reasons.

3.1.6. Patient residential zip code.

3.1.7. Demographics of individuals served including, but not limited to:

3.1.8. Gender.

3.1.9. Age.

3.2. The Contractor shall ensure the Evaluation Team submits quarterly reports and delivers a virtual or in-person presentation to the Department, which includes, but is not limited to:

3.2.1. Evaluative program outcomes.

3.2.2. De-identified and aggregate client-level data from sources referenced from the Department.

3.2.3. Outcome and de-identified, aggregate client-level data for Department purposes, including but not limited to:

3.2.3.1. Service Utilization Data.

3.2.3.2. Acute Psychiatric Hospitalization reports.

3.2.3.3. Number of youth remaining in community comparatively to the number of youth needing to access residential treatment.

3.2.4. Gap analysis.

4. Performance Measures

4.1. The Contractor shall ensure that the CANS assessment tool is utilized with psychiatric oversight and FAST Forward engagements with 95% of engaged children, youth and young adults as well as their families.

4.2. The Contractor shall ensure that the Youth Progress Scale (YPS) and Team Meeting Rating Scale (TMRS) assessment tools are utilized with 80% of engaged children/youth/young adults and their families.

4.3. The Contractor shall ensure that FAST Forward plans of care are completed with 100% of engaged children, youth and young adults as well as their families.

4.4. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

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

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

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5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

5.3. Credits and Copyright Ownership

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

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

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

5.3.3.1. Brochures.

5.3.3.2. Resource directories.

5.3.3.3. Protocols or guidelines.

5.3.3.4. Posters.

5.3.3.5. Reports.

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

5.4. Operation of Facilities: Compliance with Laws and Regulations

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5.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this 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.

5.5. Eligibility Determinations

5.5.1. If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

5.5.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

5.5.3. In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5.5.4. The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. Records

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

6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the

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Contractor in the performance of the Contract, and all income received or collected by the Contractor.

- 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 6.1.4. Medical records on each patient/recipient of services.
- 6.2. 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. 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.

New Hampshire Department of Health and Human Services
Care Management Entity Services



EXHIBIT C

Payment Terms

1. This Agreement is funded by 100% General funds.
2. The Contractor shall bill for services provided as follows:
 - 2.1. Clients and other insurance or payor sources shall be billed first.
 - 2.2. For individual enrolled in Medicaid, the Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule for the following services, with prior authorization from the Department:
 - 2.2.1. Community-based wrap-around services.
 - 2.2.2. Family peer support, self-help/peer services
 - 2.2.3. Youth peer support, self-help, peer services.
 - 2.2.4. Mental health services not otherwise specified.
 - 2.2.5. Respite care-In the home.
 - 2.2.6. Respite care, not in the home, foster care, child, non-therapeutic.
 - 2.2.7. Respite care, not in the home, foster care, therapeutic, child.
 - 2.2.8. Respite care, not in the home, group home, child, per diem.
 - 2.3. The Department will approve the use of the necessary ISO code(s) for Medicaid billing.
 - 2.4. The Contractor agrees that provided services shall be billed to Medicaid following the codes and fee schedule set forth by the Department.
 - 2.5. For services provided to individuals that are not billable to other insurance or payor sources, or to Medicaid, the Contractor shall:
 - 2.5.1. Submit a request for payment to the Department in accordance with Exhibit C-2 and with this Exhibit C.
 - 2.5.2. Submit a request for payment to the Department for actual expenditures incurred in the fulfillment of this Agreement in accordance with the approved line items as specified in Exhibits C-1, SFY 2021 Budget.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, SFY 2021 Budget.
4. The Contractor shall submit an invoice in a form satisfactory to the State by the tenth (10th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
 - 4.1. Invoices shall be net any other revenue received towards the services billed in fulfillment of this agreement.

**New Hampshire Department of Health and Human Services
Care Management Entity Services**

EXHIBIT C



- 4.2. Backup documentation shall include, but is not limited to:
 - 4.2.1. General Ledger showing revenue and expenses for the contract.
- 4.3. The following backup documentation may also be requested as needed:
 - 4.3.1. Invoices supporting expenses reported.
 - 4.3.2. Cost center reports
 - 4.3.3. Profit and loss report
 - 4.3.4. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.
5. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Peasant Street
Concord, NH 03301
7. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form P-37 of this Agreement.
8. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
9. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
10. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
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. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting

**New Hampshire Department of Health and Human Services
Care Management Entity Services**



EXHIBIT C

encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

13. Audits

- 13.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 13.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 13.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 13.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 13.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 13.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 13.4. 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.

Exhibit C-1 Budget

Contractor name: County of Cheshire				New Hampshire Department of Health and Human Services			
Budget Request for: Care Management Early Services							
Budget Period: 6FY 2021							
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS Contract share
	Direct	Indirect	Total	Direct	Indirect	Total	Direct Indirect Total
1. Total Salary/Wages	\$ 691,157.00	\$ 109,500.00	\$ 800,657.00	\$ 468,578.00	\$ -	\$ 468,578.00	\$ 224,581.00 \$ 109,500.00 \$ 334,081.00
2. Employee Benefits	\$ 370,427.00	\$ -	\$ 370,427.00	\$ 233,803.00	\$ -	\$ 233,803.00	\$ 136,495.00 \$ - \$ 136,495.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - \$ - \$ -
4. Equipment:	\$ 18,000.00	\$ -	\$ 18,000.00	\$ 6,300.00	\$ -	\$ 6,300.00	\$ 11,700.00 \$ - \$ 11,700.00
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - \$ - \$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - \$ - \$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - \$ - \$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - \$ - \$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - \$ - \$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - \$ - \$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - \$ - \$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - \$ - \$ -
Office	\$ 5,400.00	\$ -	\$ 5,400.00	\$ 3,600.00	\$ -	\$ 3,600.00	\$ 1,800.00 \$ - \$ 1,800.00
6. Travel	\$ 33,600.00	\$ -	\$ 33,600.00	\$ 20,160.00	\$ -	\$ 20,160.00	\$ 13,440.00 \$ - \$ 13,440.00
7. Occupancy	\$ 24,000.00	\$ -	\$ 24,000.00	\$ 14,400.00	\$ -	\$ 14,400.00	\$ 9,600.00 \$ - \$ 9,600.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - \$ - \$ -
Telephone	\$ 7,200.00	\$ -	\$ 7,200.00	\$ 4,800.00	\$ -	\$ 4,800.00	\$ 2,400.00 \$ - \$ 2,400.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - \$ - \$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - \$ - \$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - \$ - \$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - \$ - \$ -
Board Expenses	\$ 1,200.00	\$ -	\$ 1,200.00	\$ 720.00	\$ -	\$ 720.00	\$ 480.00 \$ - \$ 480.00
9. Software	\$ 15,360.00	\$ -	\$ 15,360.00	\$ 12,480.00	\$ -	\$ 12,480.00	\$ 2,880.00 \$ - \$ 2,880.00
10. Marketing/Communications	\$ 50,500.00	\$ -	\$ 50,500.00	\$ 25,000.00	\$ -	\$ 25,000.00	\$ 25,500.00 \$ - \$ 25,500.00
11. Staff Education and Training	\$ 31,500.00	\$ -	\$ 31,500.00	\$ 8,000.00	\$ -	\$ 8,000.00	\$ 23,500.00 \$ - \$ 23,500.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - \$ - \$ -
Youth Move	\$ 150,000.00	\$ -	\$ 150,000.00	\$ -	\$ -	\$ -	\$ 150,000.00 \$ - \$ 150,000.00
NAME - NH	\$ 120,000.00	\$ -	\$ 120,000.00	\$ -	\$ -	\$ -	\$ 120,000.00 \$ - \$ 120,000.00
KSC - Evaluation	\$ 60,000.00	\$ -	\$ 60,000.00	\$ 36,000.00	\$ -	\$ 36,000.00	\$ 24,000.00 \$ - \$ 24,000.00
UNH100	\$ 143,000.00	\$ -	\$ 143,000.00	\$ 104,000.00	\$ -	\$ 104,000.00	\$ 39,000.00 \$ - \$ 39,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - \$ - \$ -
13. Other (specify details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - \$ - \$ -
Uninsured	\$ 169,243.00	\$ -	\$ 169,243.00	\$ -	\$ -	\$ -	\$ 169,243.00 \$ - \$ 169,243.00
Mental Health	\$ 204,000.00	\$ -	\$ 204,000.00	\$ 112,000.00	\$ -	\$ 112,000.00	\$ 92,000.00 \$ - \$ 92,000.00
Language Services	\$ 25,834.00	\$ -	\$ 25,834.00	\$ 13,334.00	\$ -	\$ 13,334.00	\$ 12,500.00 \$ - \$ 12,500.00
Other Community Mental Health	\$ 31,381.00	\$ -	\$ 31,381.00	\$ -	\$ -	\$ -	\$ 31,381.00 \$ - \$ 31,381.00
Customizable Goods & Services	\$ 10,512.00	\$ -	\$ 10,512.00	\$ 10,512.00	\$ -	\$ 10,512.00	\$ - \$ - \$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - \$ - \$ -
TOTAL	\$ 2,162,314.00	\$ 109,500.00	\$ 2,271,814.00	\$ 1,871,814.00	\$ -	\$ 1,871,814.00	\$ 1,596,508.00 \$ 109,500.00 \$ 1,706,008.00

Indirect At A Percent of Direct

5.1%

County of Cheshire

ES-2021-084-05-CARDA-01

Exhibit C-1 Budget

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Contractor Initials

Date 8-12-20



New Hampshire Department of Health and Human Services
Care Management Entity Services

EXHIBIT C-2 Rate Schedule

#	Requirements	Description	Fund Source	Rate/Contract amounts	
Fast Forward Services					Cell 1-6
1	Medicaid Benefit enrolled	HCBS Benefit with SA	Medicaid	Current Children's Mental Health HCBC Medicaid Rate Schedule (Hyperlink in Cell 1-6)	Link to Current Children's Mental Health HCBC Medicaid Rate Schedule: https://nhmmis.nh.gov/portals/wps/wcm/connect/563ed7804c87b06d8d46ffacbe5ab710/2020+Childrens+Mental+Health+HCBS+Medicaid+Rate+Schedule.pdf?MOD=AJPERES
2	Non Medicaid Benefit enrolled kids	Medicaid billing under ISO auth. (H0041)	Medicaid	\$70.00/day	
3	All Medicaid covered children	Intensive in home supports using ISO authorization (H0041)	Medicaid	\$60/day	
Billed to Contract:					SFY 2021 Funds
4	Uninsured or under insured youth who meet Fast Forward eligibility	Non Medicaid billable	State General Fund dollars	Follows Children's Mental Health HCBC Medicaid Rate Schedule (Hyperlink in Cell 1-6.)	\$1,200,000 inclusive of the Amount of Funding in Exhibit C-1 SFY 2021 Budget.
5	Non-Medicaid youth until enrolled in Medicaid	Billing for all services within FAST Forward array using youth invoice	State General Fund dollars	Follows both Children's Mental Health HCBC Medicaid Rate Schedule (Hyperlink in Cell 1-6) and a payment of the \$60.00 per day for intensive in-home services (If applicable).	
6	Non Medicaid billable Customizable Goods and Services	Allowable Customizable Goods and Services	State General Fund dollars	Billed to contract per the Fast Forward Program Manual guidelines for allowable uses. Use youth invoice.	
Residential and Psychiatric Hospital Oversight:					
7	Care Coordination with NH Wraparound	Up to 5 days per hospitalization episode OR Up to 3 days per week for Residential Oversight.	State General Fund dollars	\$70.00/day (see description notes)	

New Hampshire Department of Health and Human Services
Standard Exhibits D-H



The parties agree that the Department's Standard Exhibits D through Exhibit H are not applicable to this Agreement.

Remainder of page intentionally left blank.

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, 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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Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 1 of 6

Contractor Initials

CC

Date

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New Hampshire Department of Health and Human Services



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

New Hampshire Department of Health and Human Services



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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Contractor Initials

Date

CC
8-12-20

New Hampshire Department of Health and Human Services



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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Contractor Initials

Date

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8-17-20

New Hampshire Department of Health and Human Services



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

CC
Date 8-12-20

New Hampshire Department of Health and Human Services



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)1, 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

8/13/2020
Date

County of Cheshire
Name of the Contractor

Christopher Carter
Signature of Authorized Representative

Christopher Carter
Name of Authorized Representative

County Administrator
Title of Authorized Representative

8-12-20
Date

New Hampshire Department of Health and Human Services
Standard Exhibit J



The parties agree that the Department's Standard Exhibit J is not applicable to this Agreement.

Remainder of page intentionally left blank.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches Immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov