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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF THE COMMISSIONER

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Lori A. Shibiante
Commissioner

Lori A. Weaver
Deputy Commissioner

April 14, 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, Office of the Commissioner, to enter into a **Sole Source** contract with Wellpath Recovery Solutions, LLC (Wellpath) (VC#TBD), Nashville, TN, in the amount of \$52,492,793 for the provision of child and young adult psychiatric inpatient behavioral health services at Hampstead Hospital, with the option to renew for up to one (1) additional year, effective upon Governor and Council approval through June 30, 2024. 26% Federal Funds. 6% General Funds. 68% Other Funds (Hospital Revenue & Transfers from Other Agencies).

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-98-980010-XXXX0000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HAMPSTEAD HOSPITAL, HAMPSTEAD HOSPITAL OPERATIONS

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Program Services	TBD	\$4,661,893
2023	102-500731	Contracts for Program Services	TBD	\$21,439,241
2024	102-500731	Contracts for Program Services	TBD	\$24,102,098
			Subtotal	\$50,203,232

05-95-94-940010-8400 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: NH HOSPITAL, NEW HAMPSHIRE HOSPITAL, ADMINISTRATION

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
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and the Honorable Council
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2023	102-500731	Contracts for Program Services	94068000	\$2,289,561
			Subtotal	\$2,289,561
			Total	\$52,492,793

EXPLANATION

The COVID-19 pandemic exacerbated behavioral health issues for many New Hampshire children. Governor Sununu issued Executive Order 2021-09 on May 13, 2021, directing additional actions to address the mental health crisis in New Hampshire that has led "to increases in the number of adults and children going to emergency departments for mental health services." On January 26, 2022, the Governor and Executive Council approved the Department's request to enter into an Asset Purchase Agreement for the acquisition of Hampstead Hospital, which is a facility specializing in children's behavioral health. The acquisition is one essential component of a larger strategic effort to address children's and young adult's mental health needs, in turn strengthening the state's mental health system.

The purpose of this **Sole Source** request is to enter into an agreement with Wellpath for the provision of child and young adult psychiatric behavioral health services at Hampstead Hospital for a period of approximately two (2) years. To transition the operation of the Hospital into state control in a timely manner, the Department determined it needed to immediately bring in a qualified provider to seamlessly transition services from the current provider. The contract will ensure Hampstead Hospital continues to provide the critical mental health services to children (5 to 17) and young adults (18 to 25) without interruption. The Department engaged in conversations with multiple potential providers and determined that Wellpath was the only contractor that possesses the capacity, experience, and resources to quickly and effectively assume inpatient services from the current provider. In addition to maintaining current operations, Wellpath has agreed to increase capacity to reduce the current waitlist for both children and adults.

Wellpath has also agreed to operate a Psychiatric Residential Treatment Facility (PRTF) located at Hampstead Hospital, which is a level of service not currently offered in New Hampshire, adding another essential component of the service array in the state mental health system. The Department is concurrently developing a long-term strategic operational model for Hampstead Hospital. The Department is carefully weighing patient care, Department oversight, and operational costs, as it develops this plan and intends to prepare and publish a request for proposals (RFP) in the coming months.

The Department will be the owner and operator and responsible for all functions of the hospital; this includes developing the overall strategic mission of Hampstead, ensuring quality services are provided by the contractor in compliance with all contractual requirements as well as all federal and state laws and regulations, and billing for and collecting revenue on services rendered. Wellpath will provide clinical services as well as non-clinical services in accordance with the contract overseen by the Department. The Contractor will continue current clinical services and programming, recruit existing and hire new staff, oversee housekeeping and cleaning supplies, internal building security, and manage medical and pharmaceutical needs.

Through this contract, Wellpath will be expected to expand bed capacity through adequate staffing as well as open a 12-bed 24/7 Psychiatric Residential Treatment Facility (PRTF). A PRTF bridges the gap between acute and lower levels of residential care, providing intensive services to individuals up to 21 years of age with highly-complex mental health conditions. As the State has been unsuccessful in procuring a PRTF, this contract will allow it to establish the first one in

His Excellency, Governor Christopher T. Sununu
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New Hampshire. Currently, children in need of a PRTF level of care are served outside of the State in facilities across the country at a significant cost to the State. Bringing these services into the fold of the state mental health system will allow for continuity of care with their current medical and psychiatric providers, allow children to be served within their community while allowing for families to maintain close relations with their children, and save families and the state significant costs of care and travel.

Failing to move this contract forward will have considerable impact on mental health services provided to children and young adults in New Hampshire. There are dozens of children seeking inpatient care each day and our waitlist continues to grow. Recent research indicates that acute emotional and psychological distress among youth increased in prevalence and intensity during COVID-19, and is expected to persist in the wake of the pandemic. New Hampshire has made major strides in building out a System of Care that meets the full continuum of needs, with an emphasis on preventive and community-based services; accessible, high-quality, inpatient and residential care at Hampstead is a critical element of this spectrum for supporting youth with higher acuity conditions and setting them on a course of stability and well-being for their lifetimes. The acquisition of Hampstead Hospital must be finalized by June 30th, 2022, or the transaction will fail. Without this contract, the State will be unable to operate Hampstead Hospital, currently the only provider of children's inpatient psychiatric care in NH.

Department staff will be on-site at Hampstead Hospital to actively work with Wellpath to provide strategic and operational oversight to ensure high-quality, evidence-based services are delivered and tightly coordinated with family members and community resources. Further, the Department will monitor services by actively reviewing regular reports detailing discharge planning, referrals to community-based services, rates of readmission, rates of restraint and seclusion usage, and other key metrics. This oversight is vital to the operation of Hampstead Hospital but also the expansion of needed services.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the attached agreement, the parties have the option to extend the agreement for up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request the Department will be unable to provide child and young adult psychiatric inpatient behavioral health services at Hampstead Hospital after the State finalizes the purchase of the facility.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #93.575, FAIN #2101NHCDC6.

Respectfully submitted,



Lori A. Shibinette
Commissioner

Subject: Operation and Management of the Hampstead Hospital and Residential Treatment Facility (SS-2022-HHRTF-01-OPERA-01)

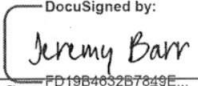
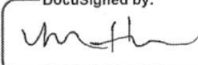
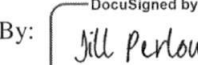
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 WELLPATH RECOVERY SOLUTIONS, LLC		1.4 Contractor Address 1283 Murfreesboro Pike, Suite 500 Nashville, TN 37217	
1.5 Contractor Phone Number (615) 324-5706 (954) 354-8784	1.6 Account Number 05-95-94-940010-8400 05-95-98-980010-TBD	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$52,492,793
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 4/14/2022		1.12 Name and Title of Contractor Signatory Jeremy Barr Division President	
1.13 State Agency Signature DocuSigned by:  Date: 4/14/2022		1.14 Name and Title of State Agency Signatory Morissa Henn Morissa Henn, Associate Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 4/14/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

**New Hampshire Department of Health and Human Services
Operation and Management of the Hampstead Hospital and
Residential Treatment Facility**

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

3.3. The parties may extend the Agreement for up one (1) additional year 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 7, Personnel, is amended by adding Subparagraph 7.4 as follows:

7.4. Upon the Contract Completion Date specified in Block 1.7, the Contractor shall not solicit to hire or hire any Department or former Hampstead Hospital employee, other than the employees with whom the Parties first had contact, without the prior written consent of the Department. However, nothing in this Agreement restricts or precludes the rights of the Contractor to make general solicitations for employees by way of advertisements in the media (including, without limitation, trade media) or by engaging search firms to engage in solicitations that are not targeted or focused on any Department employee or former Hampstead Hospital employee.

1.3. Paragraph 7, Personnel, is amended by adding Subparagraph 7.5 as follows:

7.5 The Contractor shall not require any current or former employee, whose place of work is the Hampstead Hospital Campus, to sign a non-compete agreement that would in any way prevent the employee from seeking future employment with either the State or any future Contractor hired by the State to provide services at the Hampstead Hospital Campus.

1.4. Paragraph 7, Personnel, is amended by adding Subparagraph 7.6 as follows:

7.6 The Contractor shall not require any contractor, providing services at the Hampstead Hospital Campus, to sign a non-compete agreement that would in any way prevent the contractor from contracting either with the State or any future Contractor hired by the State to provide services at the Hampstead Hospital Campus.

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

**New Hampshire Department of Health and Human Services
Operation and Management of the Hampstead Hospital and
Residential Treatment Facility**

EXHIBIT A

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

New Hampshire Department of Health and Human Services Operation and Management of the Hampstead Hospital and Residential Treatment Facility

Introduction

The purpose of this Agreement is to ensure psychiatric services are available to children and young adults, statewide.

The Contractor shall ensure child and young adult psychiatric services at Hampstead Hospital continue upon the transfer of Hampstead Hospital to the Department, at which time Hampstead Hospital will become the Hampstead Hospital and Residential Treatment Facility (HHRTF).

The Contractor agrees to honor any residency or training program contracts held by the Department upon the Contract Effective Date, and further agrees to participate and allow access to programs at the HHRTF in order that such residency and/or training programs continue.

The Contractor agrees to enter into agreements to continue residency or clinical training programs at the HHRTF upon transfer of ownership of Hampstead Hospital to the Department.

The Contractor shall provide services in a phased-in approach as follows:

- **Phase I – Transfer of Current Operations (Up to 90 Days)**
 - ❖ The Contractor shall provide acute care services for a minimum of 55 beds.
 - ❖ The Contractor shall assume hospital operations and complete an assessment of staffing deployment and vacancies.
 - ❖ The Contractor shall maintain the current hospital orientation program and add the Contractor's overview and skill competencies validation.
 - ❖ The Contractor shall begin implementation planning for Psychiatric Residential Treatment Facility (PRTF) services.
 - ❖ The Contractor shall mobilize recruitment activities to hire incremental staff and security staff.
 - ❖ The Contractor shall review the Information Technology (IT) network and IT equipment replacement, as necessary.
- **Phase II – Incremental Staff/ PRTF Services (Up to 180 Days)**
 - ❖ The Contractor shall continue operations for a minimum of 55 beds.
 - ❖ The Contractor shall convert 12 of the 55 beds to provide PRTF services no later than 181 days from the Contract Effective Date.
 - ❖ The Contractor shall hire incremental and security staff who begin providing services in this Agreement.
 - ❖ The Contractor shall ensure security and/or surveillance equipment is installed and operational no later than 181 days from the Contract Effective Date, as current supply chain limitations allow and in accordance with the Scope of Services.

New Hampshire Department of Health and Human Services Operation and Management of the Hampstead Hospital and Residential Treatment Facility

- ❖ The Contractor shall begin implementation discovery processes for Electronic Health Records (EHR)/Electronic Medical Records (EMR), in accordance with the Scope of Services.
- ❖ The Contractor shall develop all orientation and new training requirements to ensure all staff complete training no later than 181 days from the Contract Effective Date.
- ❖ The Contractor shall convert all HHRTF policies and procedures to a Department-approved system.
- **Phase III – Service Expansion (No Later Than 12 Months)**
 - ❖ The Contractor shall increase operations to a minimum of 65 total beds, including the 12 PRTF beds.
 - ❖ The Contractor shall ensure the HHRTF is fully staff and able to deliver all required services detailed in the Scope of Services.
 - ❖ The Contractor shall complete the EHR/EMR implementation to ensure it is operational in accordance with the Scope of Services no later than 366 days from the Contract Effective Date.

The Contractor agrees that if there are no children on the waitlist for services, as described in the Scope of Services, and the bed census decreases below 55 filled beds during the initial 12 months of the agreement or below 65 filled beds after 12 months of providing services, then and only then may the Contractor accept children and/or young adults who do not reside in the State of NH for admission to receive psychiatric services.

Scope of Services

1. Statement of Work Applicable to All Services

1.1. General

- 1.1.1. The Contractor shall provide operations and management of Hampstead Hospital and Residential Treatment Facility (HHRTF) to ensure psychiatric inpatient behavioral health services are available for children who are in need of child and young adult specialty services. The Contractor shall:
 - 1.1.1.1. Ensure admissions are accepted at the facility 24 hours per day, 7 days per week.
 - 1.1.1.2. Provide Psychiatric Residential Treatment Facility (PRTF) program services in accordance with 42 CFR Part 441 Subpart D, Inpatient Psychiatric Services for Individuals Under Age 21 in Psychiatric Facilities or Programs.
 - 1.1.1.3. Ensure The Joint Commission (TJC) accreditation as a psychiatric facility and a PRTF respectively.

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- 1.1.2. The Contractor shall comply with all applicable accreditation standards as well as federal and state legal and regulatory standards in the provision of services at the HHRTF.
- 1.1.3. For the purposes of this agreement, all references to individuals shall mean individuals receiving services at the HHRTF within the scope of specified services, which includes:
 - 1.1.3.1. Children receiving psychiatric services ages 5 to 17 years;
 - 1.1.3.2. Young adults receiving psychiatric services from ages 18 through 25 years; or
 - 1.1.3.3. Patients up to 21 years of age admitted to the PRTF, pursuant to the admissions criteria as outlined in Subsection 1.4.
- 1.1.4. The Contractor shall ensure designated members of the Department of Health and Human Services (Department) have full access to all systems that contain data of each individual receiving services at the HHRTF. The Contractor agrees that:
 - 1.1.4.1. Designated members of the Department who shall receive full access to all systems include the HHRTF's Chief Executive Officer; Chief Operations Officer; Chief Financial Officer; any compliance personnel; finance personnel responsible for the financial functions of the HHRTF; and the Division Director of the Bureau for Children's Behavioral Health, or their designees, in order to allow the Department the ability to manage the HHRTF, this Agreement, and the strategic mission of the Department.
 - 1.1.4.2. All data within systems related to services provided at the HHRTF in accordance with this Agreement is accessible to the designated personnel identified above.
 - 1.1.4.3. Both parties shall review and determine the level of access to be granted to each of the designated members identified in Paragraph 1.1.4., ensuring the level of access is commensurate with the members' positions and need for information.
 - 1.1.4.4. The sharing of any data shall be in compliance with all applicable federal and state laws and regulations surrounding the security and use of the data.
- 1.1.5. The Contractor shall submit a Quality Assurance and Monitoring Plan, subject to approval, and/or modification as required by the Department. The Contractor shall ensure the Quality Assurance and Monitoring Plan addresses at a minimum:

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- 1.2.5.1. Policies on urine specimen collection, as applicable, that ensure collections are conducted in a manner that preserves maximum client privacy.
 - 1.2.5.2. Policies and procedures that minimize falsification, including, but not limited to:
 - 1.2.5.2.1. Temperature testing; and
 - 1.2.5.2.2. Observations by same-sex staff members.
 - 1.2.5.3. Safety and medical procedures on:
 - 1.2.5.3.1. Medical emergencies;
 - 1.2.5.3.2. Infection control and universal precautions, including the use of protective clothing and devices;
 - 1.2.5.3.3. Reporting employee injuries;
 - 1.2.5.3.4. Emergency closings; and
 - 1.2.5.3.5. Public posting of safety and emergency procedures.
 - 1.2.5.4. Procedures related to quality assurance and quality improvement.
 - 1.2.5.5. Written policies and procedures related to student interns to address minimum coursework, experience and core competencies for interns who have direct contact with individuals served.
 - 1.2.5.6. Policies and procedures establishing, maintaining, and storing, in a secure and confidential manner, current personnel files for staff, contracted staff, volunteers or student interns.
 - 1.2.5.7. Policies and procedures related to all clinical services provided as defined and implemented in a Department-approved clinical care manual.
 - 1.2.5.8. Policies and procedures relative to providing individuals with an opportunity to declare any gender nonconforming or identification as lesbian, gay, bisexual, transgender, or intersex, for the purposes of making room, bed, program, education, decisions for individuals with the goal of keeping all individuals safe and free from abuse.
- 1.2.6. The Contractor shall ensure a copy of all policies and procedures governing operation and services provided at the HHRTF are approved by and provided to the Department, including but not

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limited to any newly established or updated policies and procedures that become effective during the term of the contract.

1.3. Prioritization

- 1.3.1. The Contractor shall prioritize admission of individuals based on acuity and current available resources. If resources are not available, the Contractor shall:
 - 1.3.1.1. Provide the Department with the reasons for lack of resources; and
 - 1.3.1.2. Identify a plan on how to rectify the lack of resources.
- 1.3.2. The Contractor shall provide appropriate psychiatric treatment to individuals admitted to the facility in accordance with TJC inpatient hospital accreditation standards and child psychiatric best practices as outlined in the American Academy of Child and Adolescent Psychiatry (AACAP).
- 1.3.3. The Contractor shall prioritize its resources to address issues and barriers regarding individuals who are:
 - 1.3.3.1. Waiting in NH emergency rooms for psychiatric treatment; or
 - 1.3.3.2. Waiting for appropriate and timely discharges from the HHRTF.

1.4. Admissions

- 1.4.1. The Contractor shall accept all referrals for individuals who have a behavioral health necessity for care, unless otherwise indicated in accordance with Paragraph 1.4.5., below.
- 1.4.2. The Contractor shall assist families with completing appropriate applications in situations where the individual is uninsured or underinsured.
- 1.4.3. In the event that a waitlist must be maintained, the Contractor shall ensure:
 - 1.4.3.1. Prioritization includes:
 - 1.4.3.1.1. Eligible New Hampshire individuals;
 - 1.4.3.1.2. Level of acuity;
 - 1.4.3.1.3. Date of referral;
 - 1.4.3.1.4. Individuals who are waiting in an Emergency Department; and
 - 1.4.3.1.5. Other areas of prioritization, as determined in collaboration with the Department.

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- 1.1.5.1. Ensuring adequate staffing to operate the HHRTF at full utilization;
- 1.1.5.2. Ensuring the Contractor's staff receive necessary supervision and training to perform the assigned tasks;
- 1.1.5.3. Ensuring that patients receive care consistent with evidence-based care and in accordance with this agreement; and
- 1.1.5.4. Creating and implementing the highest standard practices to protect the safety of patients, staff, and visitors.

1.2. Regulations, Laws, Rules, Policies and Procedures

- 1.2.1. The Contractor shall ensure the HHRTF remains in compliance with all federal and state laws, regulations, and rules that include, but are not limited to:
 - 1.2.1.1. New Hampshire (NH) Revised Statutes Annotated (RSA) 126-U, Limiting the Use of Child Restraint Practices in Schools and Treatment Facilities.
 - 1.2.1.2. NH RSA 135-F, System of Care for Children's Mental Health.
 - 1.2.1.3. Federal Regulations 42 CFR §441.151 through 441.184.
 - 1.2.1.4. Section 1864(a) of the Social Security Act.
 - 1.2.1.5. Section 1902(a)(9)(A) of the Social Security Act.
 - 1.2.1.6. Section 1902(a)(33)(B) of the Social Security Act.
- 1.2.2. In the event of a conflict of applicable federal regulations and state laws and state rules, the Contractor shall follow the most prescriptive laws and rules.
- 1.2.3. The Contractor shall provide access to NH has designated protection and advocacy system per 42 U.S.C. § 10805 and 10806.
- 1.2.4. Upon acceptance of an individual known to have a disease reportable pursuant to NH Administrative Rule Chapter He-P 300, Diseases, Section He-P 301.02, Reportable Diseases, or an infectious disease, the Contractor shall follow the required procedures for the care of individuals, as specified by the United States Centers for Disease Control and Prevention (CDC).
- 1.2.5. The Contractor shall develop and implement written policies and procedures governing all aspects of its operation and services provided at HHRTF, including but not limited to:

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- 1.4.3.2. Waitlist data is provided to the Department for the purposes of collaboration and reporting.
- 1.4.3.3. Waitlist data formats are in Excel, and contain information agreed upon by the parties.
- 1.4.4. The Contractor shall make acceptance decisions:
 - 1.4.4.1. Within seventy-two (72) hours from receiving the referrals for inpatient admissions; and
 - 1.4.4.2. Within seven (7) calendar days from receiving the referrals for PRTF admissions.
- 1.4.5. The Contractor shall collaborate with the Department to develop a Review Team for cases where the Contractor believes it cannot meet the behavioral and medical needs of an individual referred for services. The Contractor shall ensure:
 - 1.4.5.1. The Review Team consists of a minimum of five (5) members, which include but are not limited to:
 - 1.4.5.1.1. Two (2) Contractor employees with knowledge of the individual and their needs.
 - 1.4.5.1.2. Two (2) Department employees from the Bureau for Children's Behavioral Health and/or the Department as a whole.
 - 1.4.5.1.3. A designee chosen by the Commissioner of the Department.
 - 1.4.5.2. The Review Team, in consultation with other individuals with expertise in the case, determine the appropriate next steps for an individual who may need further evaluation due to complex issues.
- 1.4.6. For all individuals accepted for admission, the Contractor shall work with the individual's family and insurance carrier to ensure the services provided to the individual are adequate and based on the needs of the individual.
- 1.4.7. The Contractor shall develop, initiate and execute a treatment plan for each individual admitted to the HHRTF for hospital level of care. The Contractor shall ensure each treatment plan is:
 - 1.4.7.1. Initiated for development within eight (8) hours of admission.
 - 1.4.7.2. Filed in individual charts within twenty-four (24) hours.
 - 1.4.7.3. Fully executed within seventy-two (72) hours of admission.

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- 1.4.7.4. Updated on a weekly basis and/or after any episode of seclusion and/or restraint.
- 1.4.8. The Contractor shall appropriately assign a room for each admitted individual based on the:
 - 1.4.8.1. Needs of the population;
 - 1.4.8.2. Culture of the milieu; and
 - 1.4.8.3. Clinical needs presented by the individual at the time of admission.
- 1.4.9. If after the emergency admission is made it is determined that the individual's level of care need is different from the level of care available, then the Contractor shall work with the individual's clinical team, the individual's family, and the individual's insurance company to support a transition to a more appropriate level of care that aligns with the needs of the individual.
- 1.5. Clinical, Medical and Collaborative Care
 - 1.5.1. The Contractor shall maintain clinical and medical services for all levels of care in accordance with the applicable standard of practice and appropriate accreditation requirements to meet each individual's needs.
 - 1.5.2. The Contractor shall explore new or promising clinical and evidenced-based models.
 - 1.5.3. The Contractor shall accommodate individuals with a wide array of complex physical, mental, emotional, and/or behavioral health needs. The Contractor shall:
 - 1.5.3.1. Ensure sufficient resources are dedicated commensurate to individual's need and acuity, subject to both staffing availability and facility safety; and
 - 1.5.3.2. Collaborate with the Bureau for Children's Behavioral Health and the Review Team identified in Paragraph 1.4.5.1. to determine appropriate placement for any individual whereby the Contractor determines it cannot meet the individual's behavioral and medical health needs.
 - 1.5.4. The Contractor shall obtain consent from the individual, or the individual's guardian, to collaborate with each individual's primary care provider; community behavioral health provider; and other support agencies, including, but not limited to, the Bureau for Children's Behavioral Health; the Division for Children, Youth and Families (DCYF); any State-designated Care Management Entities (CME); school and Peer Support providers; and community mental health center to ensure:

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- 1.5.4.1. Continuity of treatment in the community by successfully transferring pertinent treatment information prior to the individual's discharge; and
- 1.5.4.2. Appropriate, reasonable, and safe discharge plans for the continued treatment of the individual's condition as provided on a template approved by the Department.
- 1.5.5. The Contractor shall place all individuals in the most appropriate location at the HHRTF in accordance with its:
 - 1.5.5.1. The Child and Adolescent Needs and Strengths Assessment (CANS), conducted by CANS-trained personnel
 - 1.5.5.2. Clinical evaluation;
 - 1.5.5.3. Determination of best treatment practices; and
 - 1.5.5.4. Admission policies and procedures.
- 1.5.6. The Contractor shall ensure an array of services are available to individuals receiving services at the HHRTF, including but not limited to:
 - 1.5.6.1. Emergency Care.
 - 1.5.6.2. Specialty Care.
 - 1.5.6.3. Physical and Occupational Therapy.
- 1.5.7. The Contractor shall complete inter-disciplinary case reviews on 100% of patients who are clinically stable for greater than 15 days and still admitted to the HHRTF for hospital level of care.

1.6. Treatment Settings

- 1.6.1. The Contractor shall provide treatment in settings that are:
 - 1.6.1.1. Nurturing;
 - 1.6.1.2. Family-friendly;
 - 1.6.1.3. Normalizing;
 - 1.6.1.4. Approximate community-based settings in as many ways as possible;
 - 1.6.1.5. Safe;
 - 1.6.1.6. Focused on empowerment, emphasizing strengths;
 - 1.6.1.7. Predictable and consistent across education, residential and/or clinical services; and
 - 1.6.1.8. Culturally competent.
- 1.6.2. The Contractor shall ensure the HHRTF:

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- 1.6.2.1. Has a reception area separate from living and treatment areas;
- 1.6.2.2. Has private space for personal consultation, charting, treatment and social activities, as applicable;
- 1.6.2.3. Has secure storage of active and closed confidential client records; and
- 1.6.2.4. Has separate and secure storage of toxic substances, including but not limited to:
 - 1.6.2.4.1. All cleaning supplies.
 - 1.6.2.4.2. Prescribed medications.
 - 1.6.2.4.3. Over-the-counter medicines.

1.7. Core Values of the NH Children's System of Care

- 1.7.1. The Contractor shall utilize practices and deliver services in alignment with the requirements in NH RSA 135-F by:
 - 1.7.1.1. Utilizing the CANS assessment tool for children.
 - 1.7.1.2. Supporting the Core Values of the NH Children's System of Care, as outlined Table 1.7.1.3

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Table 1.7.1.3 Core Values of the NH Children’s System of Care	
Family Driven and Youth Driven	Youth and Family driven, with the strengths and needs of the child and family determining the types and mix of services and supports provided. Family and Youth is the core of the work. Youth and Families take a leadership role at the individual service delivery level as well as policy, planning and system levels.
Community Based	Services are provided at the community level with the youth and family in their home and community. Services provided also include, system management, resting within a supportive, adaptive infrastructure of structures, processes, and relationships at the community level.
Culturally and Linguistically Competent	Culturally and linguistically competent, with agencies, programs, and services that reflect the cultural, racial, ethnic, and linguistic differences of the populations they serve to facilitate access to and utilization of appropriate services and supports.
Trauma Informed	Treatment and support services are delivered in a manner that is Trauma-Informed using the 6 core principles of a trauma-informed approach: 1) Safety; 2) Trustworthiness and Transparency; 3) Peer Support; 4) Collaboration and Mutuality; 5) Empowerment, Voice and Choice; and 6) Cultural, Historical, and Gender Issues.

1.8. Restraint and Seclusion Practices

- 1.8.1. The Contractor shall comply with NH RSA 126-U, Limiting the Use of Child Restraint Practices in Schools and Treatment Facilities and develop policies and methods that include but are not limited to:
 - 1.8.1.1. Reporting incidents directly to the management team and the Department.
 - 1.8.1.2. Collecting data to analyze, report and review processes for risk management, evaluation and outcome purposes.
- 1.8.2. The Contractor shall work with the Department and other partners towards a zero restraint practice.
- 1.8.3. The Contractor shall utilize the principles and practices from a Department-approved de-escalation and restraint model.
- 1.8.4. The Contractor shall ensure suspected child abuse or neglect is reported to DCYF pursuant to RSA 169-C:29.

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1.9. Behavior Analysis

- 1.9.1. The Contractor shall ensure a Board-Certified Behavior Analyst (BCBA):
 - 1.9.1.1. Tracks, organizes and interprets the behavioral data that allows the BCBA to develop recommendations for further treatment.
 - 1.9.1.2. Offers meetings to families, schools, community-based providers and state agencies to discuss behavioral interventions necessary within the individual's home in order to prepare the family for the individual's return to a less restrictive environment.
 - 1.9.1.3. Directs the treatment team on:
 - 1.9.1.3.1. Implementing behavior change interventions that include the least restrictive approaches;
 - 1.9.1.3.2. Teaching positive behavior supports; and
 - 1.9.1.3.3. Teaching alternative behaviors.
- 1.9.2. The Contractor shall ensure the unique needs of the population receive programming based in the principles of Applied Behavior Analysis (ABA). The Contractor shall ensure:
 - 1.9.2.1. Structured therapeutic activities are designed to develop and maintain:
 - 1.9.2.1.1. Adaptive behaviors;
 - 1.9.2.1.2. Coping skills; and
 - 1.9.2.1.3. Social skills.
 - 1.9.2.2. Availability of higher numbers of staff than traditional psychiatric units to allow for smaller grouping of patients to maximize individualized treatment needs.
 - 1.9.2.3. Specialized programming that includes, but is not limited to:
 - 1.9.2.3.1. Social skills.
 - 1.9.2.3.2. Conflict resolution.
 - 1.9.2.3.3. Anger management.
 - 1.9.2.3.4. Recreation therapy.
 - 1.9.2.3.5. Effective communication.
 - 1.9.2.3.6. Positive coping skills.
 - 1.9.2.3.7. Safety planning.

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1.9.2.3.8. Self-care.

1.9.2.4. Tutorial services that provide an academic curriculum to ensure individuals can work on their goals as they pertain to their Individual Education Plans (IEPs), 504 Plans, or other educational needs.

1.10. Education Services

1.10.1. The Contractor shall ensure Education Services are available to all individuals, if applicable. The Contractor shall:

1.10.1.1. Provide Education Services to individuals who are, at the time of admission, enrolled in any primary school grade ranging from Kindergarten through Grade 12, unless otherwise indicated. The Contractor shall:

1.10.1.1.1. Provide Education Services to individuals after individuals are admitted for 14 continuous days.

1.10.1.1.2. Ensure individuals are provided with time to complete any schoolwork that families bring to the HHRTF for the individuals admitted for any amount of time up to the 14 continuous days of admission.

1.10.1.2. Provide Education Services on the first day of admission for all individuals who have a diagnosis as outlined in Subsection 2.5.

1.10.1.3. Provide Education Services for individuals admitted to the PRTF as specified in Subsection 4.15.

1.10.2. When Education Services are provided, the Contractor shall ensure Education Services align with IEPs and 504 Plans. The Contractor shall, as necessary:

1.10.2.1. Obtain a copy of any existing IEP or 504 Plan currently in place for any individual.

1.10.2.2. Work with the sending school district to establish an IEP or 504 Plan.

1.11. Supported On-Site Visits

1.11.1. The Contractor shall provide facilitated face-to-face supported visitation to the individual and their family.

1.11.2. The Contractor shall provide family visits in appropriate spaces, which are safe, feel welcoming, inviting, and natural, and create a place of comfort and connectedness for all individuals, regardless of age.

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- 1.11.3. The Contractor shall ensure the space for visitation is separate from the individual rooms and the common living area, and shared common areas used by other individuals served.
- 1.11.4. The Contractor shall support virtual visits when in-person visits are not possible.

1.12. Transportation

- 1.12.1. The Contractor shall coordinate transportation for individuals to travel to and from all services and appointments, which may include, but are not limited to:

- 1.12.1.1. Court Hearings.
- 1.12.1.2. Medical/dental/behavioral health appointments, as appropriate and necessary.
- 1.12.1.3. Family and sibling visits.
- 1.12.1.4. As required by the individual's treatment plan, which may include mentoring activities.

- 1.12.2. The Contractor shall coordinate transportation, as determined to be safe and appropriate, which may include, but is not limited to:

- 1.12.2.1. Collaborating with parents or guardians to have the parent or guardian provide transportation for their child or young adult.
- 1.12.2.2. Working with any of the Department's applicable Medicaid Managed Care Organizations (MCOs) for transportation to appointments covered by Medicaid.
- 1.12.2.3. Purchasing public transportation passes on behalf of the individual.
- 1.12.2.4. Paying for cab fare on behalf of the individual.
- 1.12.2.5. Although not required to procure and maintain a fleet of vehicles, if the Contractor elects to procure and retain a fleet of vehicles, the Contractor shall utilize Contractor-owned vehicles, ensuring:
 - 1.12.2.5.1. Compliance with all applicable federal and state Department of Transportation and Department of Safety regulations.
 - 1.12.2.5.2. All vehicles are registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200, and are in good working order.
 - 1.12.2.5.3. All drivers are licensed in accordance with NH Administrative Rules **Saf-C**

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1000, Drivers Licensing, and Saf-C
1800 Commercial Drivers Licensing, as
applicable.

1.12.2.5.4. Vehicle insurance coverage is in
amounts that are in keeping with
industry standards and that are
acceptable to the Contractor and the
Department, the minimum amounts of
which are not less than \$500,000 for
automobile liability to include bodily
injury and property damage to one
person for any one accident, and
\$750,000, for bodily injury and property
damage to two or more persons for any
one accident, including coverage for all
owned, hired, or non-owned vehicles, as
applicable.

1.13. Discharges

1.13.1. The Contractor shall complete a comprehensive discharge and
transition plan prior to discharge, which includes a strong focus on
family and caregiver education and involvement in the individual's
aftercare in order to:

1.13.1.1. Ensure the individual's successful transition from the
HHRTF to home, school, and community is
appropriate, reasonable, and safe;

1.13.1.2. Ensure collaboration with each individual's primary
care provider, community behavioral health provider,
and other support agencies;

1.13.1.3. Provide referrals to trauma-informed community-
based providers; and

1.13.1.4. Align all transition planning with the Core Values of the
NH Children's System of Care, as outlined in
Subsection 1.7.

1.13.2. The Contractor shall begin discharge and transition planning on
the day of admission by coordinating discharge and transition
planning with individuals, their families and community-based
service providers.

1.13.3. The Contractor shall submit identifiable record-level discharge
data to the Department by the 15th day of the month for the
previous month.

1.13.4. The Contractor shall submit data to the Department that contains
the data elements identified in the NH Uniform Healthcare Facility
Discharge Data Set (UHFDDS) collected under the authority of NH

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RSA 126:25, Data Collection and NH Administrative Rules Chapter He-C 1500, Data Submission and Release of Health Care Facility Discharge Data, with the addition of patient identifiers, no later than the 15th day of each month.

- 1.13.5. The Contractor shall submit all data in a Department-approved format.
- 1.13.6. The Contractor shall submit the data to the Department's secure file transfer protocol (SFTP) site or other method approved by the Department.
- 1.13.7. The Department shall work to integrate the hospital event notification system for admission, discharge and transfer with the statewide Admission, Discharge and Transfer (ADT) system.
- 1.13.8. The Contractor shall provide an Electronic Health Record (EHR)/Electronic Medical Record (EMR) solution including building interoperable interfaces between the EHR/EMR systems and the Department's system no later than 12 months from the contract Effective Date.
- 1.13.9. The Contractor shall determine if individuals receiving services require residential treatment upon discharge. If the Contractor determines residential treatment is required as part of the individual's discharge plan, the Contractor shall:
 - 1.13.9.1. Document the medical necessity using the Early Periodic Screening, Diagnosis, and Treatment (EPSDT) regulations, specified in Section 1905(r) of the Social Security Act;
 - 1.13.9.2. Submit all required documentation to the appropriate funder and/or insurer, with which the individual is enrolled in order to obtain approval for residential treatment upon discharge including when it is determined by the Department that funding for residential treatment services is the responsibility of the MCOs for enrolled and eligible individuals.
 - 1.13.9.3. Coordinate with the Care Management Entity, Comprehensive Assessment for Treatment Contractor and/or the DCYF to assure the funder and/or insurer have the necessary documentation for treatment and transition.
 - 1.13.9.4. Assist the individual's family, when necessary, with completing an application for Home Care for Children with Severe Disabilities (HC-CSD) Medicaid.
- 1.13.10. The Contractor shall work in partnership with the Department's CME and the Comprehensive Assessment for Treatment (CAT) contractors to ensure individuals are referred, admitted,

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discharged, and transitioned in a timely manner and in alignment with the individual's clinical needs. The Contractor shall:

1.13.10.1. Work with the Department's CME contractors regarding care coordination, oversight for the PRTF level-of-care services, discharge planning, and transition support to a lower level of care or home and community settings, and aftercare services described below.

1.13.10.2. Work with the Department's CAT contractors to receive the individual's comprehensive assessment for treatment and incorporate and deliver on the goals identified in the CAT.

1.13.11. The Contractor shall maintain clear communication with all providers, the multidisciplinary team, and the individual and their family.

2. Children's Services

2.1. The Contractor shall provide intensive, acute, inpatient treatment of serious psychiatric and behavioral disorders for individuals who are:

2.1.1. Between the ages of five (5) and 17 years;

2.1.2. Determined by the Contractor's clinician and/or practitioner, who conducted a thorough psychiatric assessment, to require acute psychiatric treatment;

2.1.3. Admitted and treated equally and fairly regardless of source of payment; and

2.1.4. Admitted either on a voluntary or involuntary basis.

2.2. The Contractor shall operate as a Designated Receiving Facility (DRF) for individuals who are involuntarily admitted and in accordance with NH RSA 135-C:26, NH Administrative Rules, He-M 204, Rights Protection Procedures for Mental Health Services, He-M 305, Personal Safety Emergencies, He-M 311, Rights of Persons in State Mental Health Facilities, and Part He-M 405, Designation of Receiving Facilities. The Contractor shall:

2.2.1. Provide appropriate space and technical capabilities within its facility for an involuntarily admitted individual to utilize for the purpose of court hearings and meetings with counsel as required under NH RSA 135-C:27.

2.2.2. Ensure an individual is transported to the appropriate space in the facility so that the individual may attend their involuntary admission court hearings, whether conducted in person or virtually, as determined by the Circuit Court.

2.3. The Contractor shall provide acute psychiatric care to individuals in a secure

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inpatient treatment facility in order to provide stabilization, while ensuring treatment is available for a variety of mental health issues that may include, but are not limited to:

- 2.3.1. Depression.
 - 2.3.2. Suicidal ideation.
 - 2.3.3. Anxiety disorders.
 - 2.3.4. Bipolar disorders.
 - 2.3.5. Psychosis.
- 2.4. The Contractor shall provide a consistent behavioral health treatment, a safe environment, and constant monitoring of behaviors. The Contractor shall ensure:
- 2.4.1. Group programming focuses on building skills that may be impaired due to existing mental health issues.
 - 2.4.2. Group programming occurs daily and includes the ability to choose from a variety of daily assignments for individuals to complete that correlate to their reason(s) for admission.
 - 2.4.3. Group programming includes, but is not limited to:
 - 2.4.3.1. Communication skills.
 - 2.4.3.2. Safety planning.
 - 2.4.3.3. Identifying positive coping skills.
 - 2.4.3.4. Dialectical Behavior Therapy.
 - 2.4.3.5. Stress management.
 - 2.4.3.6. Healthy boundaries.
 - 2.4.3.7. Anger management.
 - 2.4.3.8. Other activities that assist with positive peer interactions, building self-esteem, and improving problem-solving skills, which may include:
 - 2.4.3.8.1. Exercise.
 - 2.4.3.8.2. Positive self-care.
 - 2.4.3.8.3. Cooperative games.
- 2.5. The Contractor shall provide a secure inpatient treatment program that provides stabilization for individuals who have serious behavioral concerns and/or developmental delays, which may be attributed to diagnoses that include, but are not limited to:
- 2.5.1. Attention Deficit Disorder (ADD).
 - 2.5.2. Reactive Attachment Disorder (RAD).

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- 2.5.3. Post-Traumatic Stress disorder (PTSD).
- 2.5.4. Anxiety Disorders.
- 2.5.5. Other Mood Disorders.
- 2.5.6. Intellectual Disability or Autism Spectrum Disorder.
- 2.6. The Contractor shall offer partial hospitalization as a structured program of outpatient services for individuals who are stepping down from inpatient treatment, or as standalone treatment for those whose intensive needs can be met outside of a traditional overnight stay. The Contractor shall:
 - 2.6.1. Provide structured programming tailored to the needs of the individual, generally occurring 9:00 AM through 3:00 PM, Monday through Friday;
 - 2.6.2. Provide evidence-based care delivered by an interdisciplinary team; and
 - 2.6.3. Ensure social workers work closely with individuals and families to develop aftercare plans that support long-term support and recovery in the community.
- 2.7. If an individual reaches age 18 while on a children's unit, the Contractor shall continue treating the individual on the same unit as long as:
 - 2.7.1. Such a practice would best meet the individual's needs;
 - 2.7.2. Other individuals on the unit will not be detrimentally affected as a result; and
 - 2.7.3. Remaining on the unit is most appropriate for the primary issue for which treatment is needed.

3. Young Adult Services

- 3.1. The Contractor shall provide inpatient services for individuals ages 18 to 25 years, or younger if deemed clinically appropriate, with psychiatric issues, substance use disorder issues, or both. The Contractor shall provide services that include, but are not limited to:
 - 3.1.1. Acute psychiatric care on a secure inpatient unit for individuals with depression, anxiety, mood disorders, PTSD, psychosis, substance use disorder, and other behavioral health dispositions. The Contractor shall:
 - 3.1.1.1. Encourage family members to participate in treatment, with a focus on education and aftercare planning;
 - 3.1.1.2. Provide a structured seven-day-a-week program of assessment, education, medication therapy, group therapy, family support, education, and aftercare planning in a safe and supportive therapeutic environment;

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- 3.1.1.3. Ensure individuals have regular meetings with their psychologist and/or psychiatrist to review their treatment plan; and
- 3.1.1.4. Work intensively with individuals on their treatment goals and continuing care plans to assure a smooth return to family and community supports.
- 3.1.2. Clinically managed high intensity residential withdrawal management on a secure inpatient unit for individuals withdrawing from alcohol, opioids, and benzodiazepines who are medically stable. The Contractor shall ensure:
 - 3.1.2.1. Medications are ordered by physicians and administered by nurses;
 - 3.1.2.2. Safety of all individuals is monitored with clinically appropriate frequency throughout all aspects of treatment;
 - 3.1.2.3. Highly structured group programming is available seven (7) days per week in order to assist individuals with:
 - 3.1.2.3.1. Learning about the addiction and recovery process;
 - 3.1.2.3.2. Increasing awareness of healthy coping strategies to manage relapses; and
 - 3.1.2.3.3. Identifying resources in the community that can assist with recovery; and
 - 3.1.2.4. Social workers work closely with individuals and families to develop aftercare plans that support recovery in the community.
- 3.1.3. Partial hospitalization as a structured program of outpatient services for individuals who are stepping down from psychiatric or substance use treatment or as standalone treatment for individuals whose intensive needs can be met outside of a traditional overnight stay. The Contractor shall:
 - 3.1.3.1. Provide structured programming tailored to the needs of the individual, generally occurring 9:00 AM through 3:00 PM, Monday through Friday;
 - 3.1.3.2. Ensure evidence-based care is provided by an interdisciplinary team; and
 - 3.1.3.3. Ensure social workers work closely with individuals and families to develop aftercare plans that support long-term support and recovery in the community.

4. Psychiatric Residential Treatment Facility (PRTF) for Children's Behavioral

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- 4.1. The Contractor shall operate a 12 bed Psychiatric Residential Treatment Facility (PRTF) 24 hours a day, seven (7) days a week, located at the HHRTF, operated as a distinct separate unit from the psychiatric hospital, ensuring all dedicated beds are utilized only for PRTF level of care.
- 4.2. The Contractor shall ensure the PRTF is operational and accepting individuals no later than 180 days from the contract Effective Date.
- 4.3. The Contractor shall ensure the PRTF meets or exceeds the requirements summarized in Table 1, Residential Treatment Levels of Care Requirements and further detailed in Section 4, in its entirety.

Table 1 Residential Treatment Levels of Care Requirements	
Level of Care Brief Description	A psychiatric residential treatment facility provides the highest level of community based residential treatment outside of an acute hospital within a medical model of treatment.

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<p>Level of Care Framework</p>	<p>The purpose of treatment in a PRTF is to provide an inpatient level of care to improve an individual's condition to the point where inpatient care is no longer necessary. Provides a step-down program for individuals with significant psychiatric treatment issues, which may include a history of psychiatric hospitalization. Referrals may be a resident in a psychiatric facility but no longer require an acute level of care or referrals may be made to avoid psychiatric hospitalization.</p> <p>Active treatment is provided seven (7) days per week and may include individual, family or group therapy as determined by the individual plan of care. The PRTF interdisciplinary treatment team, following completion of a diagnostic evaluation, develops the individual plan of care. The individual plan of care must include an integrated program of therapies, activities and experiences designed to meet treatment goals.</p> <p>PRTF includes but is not limited to:</p> <ul style="list-style-type: none">• Individual therapy provided a minimum of twice per week.• Family engagement activities provided a minimum of once per week.• Consultation with other professionals, including case managers, primary care professionals, community-based mental health providers, school staff or other support planners.• Coordination of educational services between local and resident school districts and the facility.• 24-hour nursing services.• Direct care and supervision, supportive services for daily living and safety, and positive behavior management. <p>Comprehensive discharge planning is essential for individuals to successfully transition to home, school and community as soon as possible. Discharge planning begins at the time of admission and requires coordination with the individuals, their families and community-based service providers. The individual plan of care must include discharge plans and coordination of services to ensure continuity of care with the beneficiary's family, school and community upon discharge.</p>
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Table 1 Residential Treatment Levels of Care	
Accreditation	PRTF level accreditation
Staffing <i>(NH Administrative Rules He-C 6350 and He-C 6420 in addition to the Level Requirements)</i>	Aligned or above with accreditation and Centers for Medicare & Medicaid Services (CMS) standards
Transportation <i>(It is expected that parents will participate in the care of their child including transportation to appointments.)</i>	Transportation to and from all appointments including but not limited to: <ul style="list-style-type: none"> • Court hearings • Medical/dental/behavioral (not provided by the MCO or if not appropriate to be provided by the MCO) • Family and sibling visits
Supported Visits	Face-to-Face supported visitation may be facilitated at the program.
Education	Have an approved Non-Public and Special Educational program on site or contracted to be offered on site. Tutoring would be allowed depending on the acuity of the population and the length of stay. Support children in online approved educational portals curriculum.

- 4.4. The Contractor shall ensure the PRTF is a distinct, standalone entity where services are provided in an inpatient setting, other than in the portion of the hospital that provides psychiatric services, as described in 42 CFR Part 441 Subpart D, Inpatient Psychiatric Services for Individuals Under Age 21 in Psychiatric Facilities or Programs.
- 4.5. The Contractor shall operate a PRTF program that provides the highest level of community based residential treatment outside of an acute psychiatric care hospital within a medical model of treatment.
- 4.6. The Contractor shall provide a PRTF program that includes:
 - 4.6.1. An inpatient level of care to improve an individual's condition to the point where inpatient care is no longer necessary;

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- 4.6.2. A step-down program for individuals with significant psychiatric treatment issues, which may include a history of psychiatric hospitalization; and
- 4.6.3. Treatment for individuals who are referred from a psychiatric facility but no longer require an acute psychiatric hospitalization or who are referred to the PRTF to avoid psychiatric hospitalization.
- 4.7. The Contractor shall provide psychiatric residential treatment services in order to quickly stabilize behaviors and treat symptoms of individuals until:
 - 4.7.1. The individual no longer needs this level of care; and
 - 4.7.2. The individual is able to transition successfully to:
 - 4.7.2.1. A lower level of residential care treatment; or
 - 4.7.2.2. Their family home and community settings.
- 4.8. The Contractor shall provide PRTF services to individuals who:
 - 4.8.1. Are of an age in accordance with 42 CFR 441.151, General Requirements, who:
 - 4.8.1.1. Have a medical necessity determined by the CAT; and
 - 4.8.1.2. Have a certification of need for services by a Doctor of Medicine or a psychiatrist.
 - 4.8.2. May have one or more needs and system experiences, which may include, but are not limited to:
 - 4.8.2.1. A mental health diagnosis.
 - 4.8.2.2. Severe mental health symptoms.
 - 4.8.2.3. Behavioral conduct disorders.
 - 4.8.2.4. Neurodevelopmental disorders.
 - 4.8.2.5. Neuropsychiatric disorders.
 - 4.8.2.6. Medical complexities, including pregnancy.
 - 4.8.2.7. Human trafficking.
 - 4.8.2.8. Past psychiatric care hospitalizations.
 - 4.8.2.9. Aggressive or highly aggressive behaviors.
 - 4.8.2.10. Fire setting.
 - 4.8.2.11. Sexualized behaviors.
 - 4.8.2.12. Chronic self-harm, severe self-harm, or suicide attempts.
 - 4.8.2.13. Intellectual Disability and/or Autism Spectrum Disorder.
 - 4.8.2.14. Eating disorders.

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- 4.8.2.15. Multiple past placements for behavioral and/or mental health symptoms that could not be addressed in other settings.
- 4.8.2.16. Co-occurring significant substance and mental health issues.
- 4.9. The Contractor shall provide PRTF level-of-care services to all NH-eligible individuals defined in Subsection 4.8, prior to accepting out-of-state individuals in need of PRTF level of care services.
- 4.10. The Contractor shall provide a work plan to develop, implement and operationalize the PRTF, for Department review and approval within 45 days of the commencement of services. The Contractor shall ensure the work plan includes, but is not limited to:
 - 4.10.1. A staff recruitment plan and progress towards meeting the staffing requirements in this Agreement.
 - 4.10.2. An estimate of the startup purchases, projects, renovations, and other items and their respective costs necessary to meet the operational requirements.
 - 4.10.3. Identification and description of the tasks to be performed.
 - 4.10.4. Identification of the staff responsible for performing the tasks.
 - 4.10.5. Milestones.
 - 4.10.6. Start and end dates for tasks and milestones.
 - 4.10.7. Contingency planning as it relates to identified risks.
 - 4.10.8. Issue tracking and resolution.
- 4.11. PRTF Start up and Implementation
 - 4.11.1. The Contractor shall participate in a kick-off meeting with the Department within one (1) week of the contract Effective Date, to review timelines, scope, and deliverables.
 - 4.11.2. The Contractor shall participate in weekly meetings with the Department to review the status of the implementation for the PRTF, for at least the first six (6) months of the Agreement. The Contractor shall:
 - 4.11.2.1. Provide a written weekly progress report in advance of each weekly virtual meeting that summarizes:
 - 4.11.2.1.1. Key work performed;
 - 4.11.2.1.2. Encountered and foreseeable key issues and problems with associated solutions or mitigation strategies for each key issue and problem; and

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- 4.11.2.1.3. Scheduled work for the upcoming week;
and
- 4.11.2.2. Provide a summary report of each weekly virtual meeting.
- 4.11.3. The Contractor shall participate in implementation and operational site visits and reviews of individuals' files on a schedule provided by the Department.
- 4.11.4. The Contractor shall ensure the PRTF meets all accreditation standards and Condition of Participation (COP) requirements that include:
 - 4.11.4.1. 42 CFR Part 483 Subpart G Standards and Certification;
 - 4.11.4.2. All individuals meet the certification need requirements as identified in 42 CFR Part 441 Subpart D; and
 - 4.11.4.3. The PRTF is a psychiatric facility that is not a hospital and is accredited by organizations approved by the United States Department of Health and Human Services, CMS identified in 42 CFR 441.151 (a)(2)(ii), including but not limited to:
 - 4.11.4.3.1. TJC.
 - 4.11.4.3.2. The Commission on Accreditation of Rehabilitation Facilities (CARF).
 - 4.11.4.3.3. The Council on Accreditation of Services for Families and Children or other accrediting organizations with comparable standards that are recognized by the State.

4.12. Admissions, Discharges and Transitions

4.12.1. *Admissions*

- 4.12.1.1. The Contractor shall accept all referrals for individuals who have a medical necessity for PRTF level of care, and certification of need for services by a Doctor of Medicine or psychiatrist, as determined by the CAT.
- 4.12.1.2. In the event that a waitlist must be maintained, the Contractor shall ensure prioritization includes:
 - 4.12.1.2.1. Eligible New Hampshire individuals;
 - 4.12.1.2.2. Level of acuity;
 - 4.12.1.2.3. Date of referral;

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- 4.12.1.2.4. Individuals who are waiting in an Emergency Department; and
- 4.12.1.2.5. Other areas of prioritization, as determined in collaboration with the Department.
- 4.12.1.3. The Contractor shall make acceptance decisions within seven (7) calendar days from receiving the referrals.
- 4.12.1.4. The Contractor shall, in accordance with 42 CFR 441.155, develop an individual plan of care upon admission and ensure the individual plan of care is:
 - 4.12.1.4.1. Completed within 14 days of admission; and
 - 4.12.1.4.2. Updated every three (3) months.
 - 4.12.1.4.3. .
- 4.12.1.5. The Contractor may accept individuals into the PRTF in limited cases without the PRTF level of care determination if:
 - 4.12.1.5.1. There is an emergency that is supported by the Department; and
 - 4.12.1.5.2. The emergency is identified by a recently conducted CANS or other assessments.
- 4.12.1.6. If after the emergency admission is made it is determined that the individual's level of care is different from the PRTF level of care, then the Contractor shall work with the individual's team to support a transition to a more appropriate level of care that aligns with the needs of the individual.
- 4.12.2. *PRTF Discharge and Transition*
 - 4.12.2.1. The Contractor shall work with the individual's community behavioral health providers, the DCYF, CME, peer support providers, family, caregivers, and the next treatment providers. The Contractor shall:
 - 4.12.2.1.1. Invite CME staff working with the individual to treatment team meetings.
 - 4.12.2.1.2. Translate the treatment and skills developed by the individual during their course of treatment.

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- 4.12.2.1.3. Share and transfer pertinent information relative to individual progress and improvements prior to discharge to ensure continuity of treatment in the community.
- 4.12.2.1.4. Invite CME staff, family and caregivers to participate in discharge planning.
- 4.12.2.2. The Contractor shall complete a comprehensive discharge and transition plan prior to discharge, which includes a strong focus on family and caregiver education and involvement in the individual's aftercare in order to:
 - 4.12.2.2.1. Prioritize episodic lengths of stay.
 - 4.12.2.2.2. Ensure the individual's successful transition from the PRTF to home, school, and community as soon as possible.
 - 4.12.2.2.3. Provide referrals to trauma-informed community-based providers.
- 4.12.2.3. The Contractor shall begin discharge and transition planning on the day of admission by coordinating discharge and transition planning with individuals, their families and community-based service providers.
- 4.12.2.4. The Contractor shall ensure each individual's plan of care includes a discharge plan and coordination of services to ensure an appropriate, reasonable and safe discharge plan for the continued treatment of the individual's condition and continued care with the individual, their family, school and community upon discharge.
- 4.12.2.5. The Contractor shall ensure the individual's family and caregivers are an integral part of the Treatment Team and Family and Permanency Team, and closely collaborate with the teams to build attainable transition plans into adulthood that support the individual in their next steps in life.
- 4.12.2.6. The Contractor shall hold a bed and not eject or discharge an individual in the event of a temporary psychiatric hospitalization or some other event that would require the individual to be away from the program for no more than seven (7) calendar days.
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- 4.12.2.6.1. Shall accept the individual back into the program within seven (7) calendar days to resume their course of treatment; and
- 4.12.2.6.2. May hold the bed longer than seven (7) calendar days; or
- 4.12.2.6.3. May discharge the individual from the program after seven (7) bed hold days.
- 4.12.2.7. The Contractor shall work with the Department and other key partners to develop discharge policies and procedures to ensure no individual is discharged unless the individual:
 - 4.12.2.7.1. Is transitioned to a stepdown program;
 - 4.12.2.7.2. Is court ordered to commitment or detention;
 - 4.12.2.7.3. Achieves permanency; or
 - 4.12.2.7.4. Has behaviors the program is not designed to treat.

4.13. Targeted and Active Treatment

- 4.13.1. The Contractor shall tailor and deliver treatment services that will stabilize individual behaviors in the least amount of time as possible.
- 4.13.2. The Contractor shall assist individuals and their caregivers build the skills to manage their needs safely in the community, and enable them to thrive at home, in school, in the community and in employment.
- 4.13.3. The Contractor shall ensure the PRTF multidisciplinary team completes an individual plan of care for each individual following the completion of a diagnostic evaluation, in accordance with 4 CFR 441.155, Individual Plan of Care, which includes:
 - 4.13.3.1. Goals and objectives that are based on the CAT report; are recommended by the multidisciplinary team; and are most important for the individual to achieve successful discharge and transition to their family, home and community;
 - 4.13.3.2. Actionable needs identified in the CAT final report and the CANS to be addressed upon admission and prioritized throughout the course of treatment;
 - 4.13.3.3. An integrated program of therapies, activities, and experiences designed to meet the treatment goals; and

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- 4.13.3.4. An integration of principles of permanency into all services that include but are not limited to:
 - 4.13.3.4.1. Creating permanency goals with individuals and their caretakers.
 - 4.13.3.4.2. Conducting outreach to potential permanency resources.
 - 4.13.3.4.3. Facilitating individual-guided, family-driven team meetings.
 - 4.13.3.4.4. Conducting permanency-focused case record mining.
 - 4.13.3.4.5. Integrating permanency readiness activities.
 - 4.13.3.4.6. Identifying community supports.
- 4.13.4. The Contractor shall provide targeted and active treatment seven (7) days per week, in accordance with each individual plan of care, which may include, but is not limited to:
 - 4.13.4.1. Individual therapy provided a minimum of two (2) times per week.
 - 4.13.4.2. Family engagement activities occurring a minimum of one (1) time per week.
 - 4.13.4.3. Consultation with other professionals as often as needed, which include, but are not limited to:
 - 4.13.4.3.1. Case managers.
 - 4.13.4.3.2. Primary care professionals.
 - 4.13.4.3.3. Community-based mental health providers.
 - 4.13.4.3.4. School staff.
 - 4.13.4.3.5. Other support planners.
 - 4.13.4.4. Coordination of education services between local and resident school districts and the PRTF, as often as needed.
 - 4.13.4.5. Twenty-four (24) hour nursing services.
 - 4.13.4.6. Direct care, supervision, positive behavior management, and supportive services for daily living and safety.
 - 4.13.4.7. Targeted Clinical Interventions.
 - 4.13.4.8. Milieu-based Behavior Support and Learning.
 - 4.13.4.9. Repairing and Restoring Permanent Connections

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- 4.13.4.10. Integrated Treatment of Complex Trauma (ITCT), which is used to identify the aspects of the individuals functioning that are causing the greatest difficulty at a point in time in order to better inform specific strategies.
- 4.13.4.11. Dialectic Behavior Therapy (DBT), which is an evidence-based model used for the treatment of trauma and co-occurring behaviors.
- 4.13.4.12. Motivational Interviewing to build a positive therapeutic alliance to help individuals build internal motivation to change behaviors.
- 4.13.4.13. The Trauma-Focused Cognitive Behavioral Therapy (TF-CBT) approach.
- 4.13.5. The Contractor shall provide PRTF services, which include consideration for:
 - 4.13.5.1. A carefully designed residential environment of care that promotes trauma informed care and individual-driven services;
 - 4.13.5.2. The age and developmental level of the population;
 - 4.13.5.3. Individuals who are empowered to safely participate in treatment decisions; and
 - 4.13.5.4. Specific needs of DCYF-involved individuals, noting the trauma caused by neglect, abuse and removal, and/or early involvement with the juvenile justice system.
- 4.13.6. The Contractor shall obtain consent from the individual or the individual's guardian(s) to contact external providers in order to identify the most recent medical and dental care visits to identify the need for follow-up and annual care. The Contractor shall ensure:
 - 4.13.6.1. Individuals participate in annual physicals and routine dental visits on a biannual basis; and
 - 4.13.6.2. Individuals participate in other types of care, as necessary, which may include but is not limited to:
 - 4.13.6.2.1. Orthodontic care.
 - 4.13.6.2.2. Vision care.
 - 4.13.6.2.3. Auditory care.
 - 4.13.6.2.4. Postural screenings.
 - 4.13.6.2.5. Other specialized care, as necessary.

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4.14. Evidence-Based Practices

- 4.14.1. The Contractor shall ensure individuals receive the highest quality of care and the best possible treatment outcomes by using evidence-based practices to treat and manage the individual's mental health needs.
- 4.14.2. The Contractor shall evaluate evidence-based practices in accordance with the evidence-based certification or training standards.
- 4.14.3. The Contractor shall keep the Department informed of the evidenced-based practices utilized.

4.15. Education Services

- 4.15.1. The Contractor shall provide educational services to individuals while admitted to the PRTF as determined by their multidisciplinary team and sending school district. The Contractor shall ensure on-site availability of:
 - 4.15.1.1. A nonpublic and special educational program approved by the State of New Hampshire Department of Education; and/or
 - 4.15.1.2. A tutoring program depending on the acuity of the population and the length of stay; and/or
 - 4.15.1.3. An approved online educational curriculum.
- 4.15.2. The Contractor shall ensure individuals attend their school within their communities, when possible and clinically appropriate, in order that individuals:
 - 4.15.2.1. May continue relationships with other important individuals and peers; and
 - 4.15.2.2. Remain connected to their home and community.
- 4.15.3. The Contractor shall obtain a Release of Information from the individual or the individual's guardian to enable work with the individual's sending school and receiving district to ensure their educational needs are met.
- 4.15.4. The Contractor shall retain client student records in accordance with applicable federal and state laws and regulations.
- 4.15.5. The Contractor shall provide copies of the individual's records of education and progress to the individual's sending school, upon client discharge from the PRTF.

4.16. Aftercare

- 4.16.1. The Contractor shall work with the Department's CME contractors to provide six (6) months of aftercare services for any individual who is:

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- 4.16.1.1. Involved with the DCYF;
- 4.16.1.2. Being discharged from the PRTF; and
- 4.16.1.3. Transitioning to their home and community.
- 4.16.2. The Contractor shall work with the CME to provide aftercare services for DCYF-involved individuals, which may include but are not limited to:
 - 4.16.2.1. Consulting with both the family and the CME.
 - 4.16.2.2. Attending any individual and family team meetings, either in-person or virtually.
 - 4.16.2.3. Participating in telephone calls with the family, as needed.
- 4.16.3. The Contractor shall make referrals to CMEs for any individual who is:
 - 4.16.3.1. Not involved with the DCYF;
 - 4.16.3.2. Being discharged from the PRTF; and
 - 4.16.3.3. Transitioning to their home and community.
- 4.16.4. The Contractor shall work with the CME to provide aftercare services, which include:
 - 4.16.4.1. In-person services; and
 - 4.16.4.2. Care coordination for intensive community services post-residential treatment.
- 4.16.5. The Contractor shall work with the Department's CME contractor in providing aftercare services with the goal of reducing recidivism and reentry into the PRTF and other levels of residential treatment.
- 4.16.6. The Contractor shall refer all individuals for whom future residential treatment is contemplated, for a:
 - 4.16.6.1. NH CAT; and
 - 4.16.6.2. New Hampshire Bureau of Children's Behavioral Health Transitional Residential (and Psychiatric) Enhanced Care Coordination (TR-ECC).

4.17. Program Fidelity

- 4.17.1. The Contractor shall ensure treatment fidelity by promoting activities that include:
 - 4.17.1.1. Weekly individual supervision for all program staff;
 - 4.17.1.2. Individual-specific team meetings to establish an understanding of treatment issues and agreed upon interventions;

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- 4.17.1.3. Quarterly case reviews conducted by a team comprised of senior clinicians from programs and Program Operations that examine:
 - 4.17.1.3.1. The appropriateness of treatment goals;
 - 4.17.1.3.2. The utilization of evidence-based practices;
 - 4.17.1.3.3. Record completeness;
 - 4.17.1.3.4. Presence of consent forms;
 - 4.17.1.3.5. Degree of collaboration with external resources;
 - 4.17.1.3.6. Compliance with the Group Home treatment model; and
- 4.17.1.4. Quarterly treatment planning meetings that include:
 - 4.17.1.4.1. Individuals and their families;
 - 4.17.1.4.2. Program staff;
 - 4.17.1.4.3. DCYF staff;
 - 4.17.1.4.4. External providers; and
 - 4.17.1.4.5. Natural supports.
- 4.17.2. The Contractor shall ensure a multidisciplinary approach facilitating a minimum of one (1) multidisciplinary team meeting per week to review cases and discuss treatment.
- 4.17.3. The Contractor shall ensure multidisciplinary teams include:
 - 4.17.3.1. Senior clinicians;
 - 4.17.3.2. Clinicians;
 - 4.17.3.3. The Program Director and/or Assistant Program Director;
 - 4.17.3.4. Milieu staff;
 - 4.17.3.5. Nurse;
 - 4.17.3.6. Psychiatrist or Occupational Therapist when appropriate; and
 - 4.17.3.7. Staff throughout the agency or external resources, as needed.
- 4.17.4. The Contractor shall maintain clear communication with all team members across all disciplines.

5. Personnel and Psychiatric, Medical and Non-Clinical Support Services

5.1. General Personnel Provisions

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- 5.1.1. For the purposes of this Agreement, Personnel shall mean all staff, volunteers, State Employees, and any other individuals providing direct or indirect services to individuals served at the HHRTF.
- 5.1.2. The Contractor shall provide psychiatric, medical, social, educational and non-clinical support services at the HHRTF for individuals admitted for care. The Contractor shall:
 - 5.1.2.1. Provide highly qualified personnel as described below; and
 - 5.1.2.2. Work with the Department to continue developing and refining an integrated mental health care system by applying principles of managed care for clinical treatment.
- 5.1.3. The Contractor shall recruit and retain, either by direct employment or subcontracts, qualified individuals for the staffing needs specified, and as otherwise necessary to fulfill the requirements described in this Agreement. The Contractor agrees that:
 - 5.1.3.1. All personnel provided by the Contractor are employees or consultants of the Contractor; and
 - 5.1.3.2. No personnel provided by the Contractor are considered employees of the State of NH.
- 5.1.4. The Contractor shall maintain staffing levels at all times to mitigate any impact on the number of beds available or interrupted admissions due to the lack of staffing.
- 5.1.5. The Contractor shall act upon all non-urgent medical consult requests ordered by an individual's treatment team within 24 hours of a consult request being made.
- 5.1.6. The Contractor shall act upon all urgent and/or emergent medical consult requests within one (1) hour of a consult request being made.
- 5.1.7. The Contractor shall complete a history and physical for all individuals within 24 hours of admission, and every 30 days thereafter, for individuals with a length of stay (LOS) greater than 30 days at HHRTF. The Contractor shall complete a history and physical annually for all patients in the PRTF.
- 5.1.8. The Contractor shall ensure provider staff provide on-call, after-hours coverage above the 40-hour week to ensure on-call physician services are available 24 hours per day, 7 days per week.
- 5.1.9. The Contractor shall ensure all assignments for all staffing positions are covered on a daily basis, and, if providing staff to the

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HHRTF, are responsible for reporting out on staffing assignments during daily safety huddles at the HHRTF.

- 5.1.10. The Contractor shall ensure all staffing positions are continuously filled or in active recruitment. The Contractor shall provide the appropriate Department designee with monthly updates on the recruitment process for all unfilled positions.
- 5.1.11. The Contractor shall track and report staffing levels by Full-time Equivalent (FTE) units on a monthly basis to the Department.
- 5.1.12. The Contractor shall provide the Department with hourly timecards for all staff that summarize hours worked for each invoicing period.
- 5.1.13. The Contractor shall modify the number of hours per week worked by FTE and/or Part-Time FTE staff to meet the needs of the individuals with the approval of the Department, which shall not be unreasonably withheld.
- 5.1.14. In the event of a healthcare system emergency, including but not limited to a local epidemic, pandemic, facility closures, or mass-quarantine in which additional staffing or resources are required due to a surge of individuals requiring services, the Contractor may also be required to adjust the total number of staff, both full-time and part-time, to fully address the care needs of individuals with the approval of the Department.
- 5.1.15. All personnel engaged or hired by the Contractor shall be subject to approval by the Department prior to notifying candidates of engagement or hire. The Department will inform the Contractor of any applicable Department designee for this purpose per position within two (2) business days after receipt from the Contractor.
- 5.1.16. The Department, at its sole discretion, may rescind, either permanently or temporarily, its approval of any Contractor personnel providing any services for any of the following reasons:
 - 5.1.16.1. Suspension, revocation or other loss of a required license, certification or other contractual requirement to perform such services under the Agreement;
 - 5.1.16.2. Provision of unsatisfactory service based on malfeasance, misfeasance, insubordination or failure to satisfactorily provide required services;
 - 5.1.16.3. Arrest or conviction of any felony, misdemeanor, or drug or alcohol related offense;
 - 5.1.16.4. Abolition of the role due to a change in organizational structure, lack of sufficient funds or like reasons; or
 - 5.1.16.5. Any other reason that includes, but is not limited to: misconduct; violation of Department or HHRTF policy; violation of state or federal laws and regulations; or a

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determination made by the Department that the individual presents a risk to the health and safety of any staff member or any individual served by the Department.

- 5.1.17. In the event of such rescission in accordance with Paragraph 5.1.16, above, the Department shall, to the extent possible, provide the Contractor with reasonable advanced notice and the applicable reason. The Contractor shall ensure the applicable staff member(s) are prohibited from providing services for the period of time that the Department exercises this right. No additional payments will be paid by the Department for any staff removed from duty by the Department for any reason. Nothing herein prohibits the Contractor from seeking information from the Department regarding the Department's decision, unless information is otherwise restricted from disclosure by the Department based on internal Department policies or rules, State of New Hampshire personnel policies, rules, collective bargaining agreements, or other state or federal laws. The Contractor:
- 5.1.17.1. Shall provide replacement personnel who meet all of the applicable requirements under the contract, including but not limited to Department approval;
 - 5.1.17.2. Shall be responsible for providing transition services to avoid the interruption of services and administrative responsibilities at no additional cost to the Department;
 - 5.1.17.3. Shall furnish replacement staff, within 10 business days, who meet all of the requirements for the applicable position under the resulting contract(s) if the duration of a temporarily rescinded approval is greater than seven (7) calendar days. The Contractor shall be informed by the Department the anticipated duration for which approval will remain rescinded. The Contractor shall be responsible for providing, at no additional cost to the Department, transition services to the Department to avoid service interruption;
 - 5.1.17.4. May initiate, at the sole discretion of the Contractor, any internal personnel actions against its own employees.
- 5.1.18. The Contractor shall ensure that, prior to providing the applicable services for the HHRTF, all required licenses, certifications, privileges, or other specified minimum qualifications are met for all staff, and where applicable, are maintained throughout the provision of services for the full term of the contract. The Contractor shall provide the applicable Department designee with

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a copy of all documents. The Contractor shall not hold the Department financially liable for any fees or costs for any licenses, certifications or renewal of same, nor for any fees or costs incurred for providing copies of said licenses or certifications.

- 5.1.19. In addition to any approvals required by the Contractor for employees, the Contractor shall ensure staff provide timely, prior notification to the applicable Department designee for any anticipated leave time, unless otherwise stated herein for a specific position or service area. The Contractor shall ensure that all staff provided have a standard amount of vacation and sick time, subject to the normal and customary employee benefits and policies of the Contractor. However, the Contractor shall ensure staff abide by the State holiday schedule.
- 5.1.20. The Contractor shall ensure annual performance reviews are completed for all staff provided under the resulting contract(s). The Contractor shall incorporate feedback from the applicable Department designee if received and appropriate. The Contractor shall ensure that goal development is responsive to the evolving needs of the Department over the course of the contract period.
- 5.1.21. The Contractor shall be responsible for managing all employee relations and performance management issues for the staff provided, in accordance with the Contractor's policies, procedures and applicable by-laws, and applicable HHRTF and/or State of New Hampshire policies.
- 5.1.22. Prior to commencing work, the Contractor shall ensure all personnel provided undergo criminal background, registry, screening and medical examinations, which include but are not limited to:
 - 5.1.22.1. Criminal Background (including New Hampshire criminal background);
 - 5.1.22.2. Bureau of Elderly and Adult Services State Registry;
 - 5.1.22.3. DCYF Central Registry;
 - 5.1.22.4. Health assessment, including:
 - 5.1.22.4.1. Tuberculosis screening (within the past 12 months);
 - 5.1.22.4.2. Hepatitis B vaccination;
 - 5.1.22.4.3. Influenza vaccination (within the past 12 months);
 - 5.1.22.4.4. Measles, mumps, and rubella vaccination;

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- 5.1.22.4.5. Tetanus, diphtheria, and pertussis vaccination;
Varicella vaccination;
- 5.1.22.4.6. Physical capacity examination; and
- 5.1.22.4.7. Any other health assessment or treatment required by federal law or regulations for participation in the Medicare or Medicaid programs.
- 5.1.22.5. Pre-placement and/or physical screenings, as appropriate and ensuring a completed Occupational Safety and Health Administration (OSHA) Respirator Medical Evaluation Questionnaire is on file prior to the pre-placement and/or physical, which includes but is not limited to:
 - 5.1.22.5.1. Medical and occupational history reviews.
 - 5.1.22.5.2. Respirator medical clearance exams.
 - 5.1.22.5.3. Visual color discrimination exams.
 - 5.1.22.5.4. Fit Testing.
 - 5.1.22.5.5. Medical Clearance Testing.
 - 5.1.22.5.6. Spirometry Testing (if requested/needed).
- 5.1.22.6. Physical capacity exams, as appropriate, that do not duplicate exams performed under the workers compensation program for:
 - 5.1.22.6.1. Newly transferred employees;
 - 5.1.22.6.2. New employees;
 - 5.1.22.6.3. Employees returning to work after injury or major illness; and
 - 5.1.22.6.4. Employees with performance issues, as requested by the HHRTF.
- 5.1.23. The Contractor shall comply with all Department requirements, policies, and procedures relative to infection prevention, mitigation, and control to mitigate the risks of disease transmission prior to the commencement of services.
- 5.1.24. The Contractor shall ensure:
 - 5.1.24.1. The criminal background, registry, screening and medical examinations above are kept current as

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required and in accordance with HHRTF policy and this Agreement;

5.1.24.2. The retention of all required documentation; and.

5.1.24.3. That all required documentation is available for review by the Department upon its request.

5.1.25. The Contractor shall not utilize any personnel, including subcontractors, to fulfill the obligations of this Agreement, who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to one (1) year is an authorized penalty.

5.1.26. The Contractor shall complete a new criminal background check for all personnel every five (5) years. The Contractor shall ensure the five (5) year period is based on the date of the last criminal background check conducted by the Contractor or their agents.

5.2. Staff Recruitment, Training and Development

5.2.1. The Contractor shall develop, implement, and maintain a talent strategy to recruit, train, and retain staff, in order to ensure staff are committed and trained in providing high quality treatment and outcomes for individuals.

5.2.2. The Contractor shall provide a comprehensive staffing model that meets or exceeds accreditation standards; CMS standards; and clinical standard of practice for the needs of the individuals and staff to ensure the quality of services to individuals is not compromised.

5.2.3. The Contractor shall provide comprehensive staff training, to onboard and retain staff, including any continuing education necessary to meet all requirements of applicable licensing, accreditation standards, and effective treatment. The Contractor shall:

5.2.3.1. Provide comprehensive training for staff, as applicable and appropriate to each position and/or staff; and

5.2.3.2. Ensure staff complete the comprehensive staff training prior to having any contract with individuals served.

5.2.4. The Contractor shall indicate the timeframes for training and ensure training topics include, but are not limited to:

5.2.4.1. Healthy growth and development.

5.2.4.2. Mental health.

5.2.4.3. Behavior support.

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- 5.2.4.4. Health and wellness.
- 5.2.4.5. Engaging families.
- 5.2.4.6. Boundaries.
- 5.2.4.7. Mandated reporting of suspected abuse and neglect.
- 5.2.4.8. Cultural responsiveness.
- 5.2.4.9. The effects of out-of-home placements.
- 5.2.4.10. Domestic violence.
- 5.2.4.11. Working with Gay, Lesbian, Bisexual, Transgender and Questioning individuals.
- 5.2.4.12. Safety.
- 5.2.4.13. Individual-guided and family driven care.
- 5.2.4.14. Strengths based treatment and care.
- 5.2.4.15. Care integration.
- 5.2.4.16. Risk management.
- 5.2.4.17. Medication side effects.
- 5.2.4.18. Trauma informed care, cognitive behavioral therapy and trauma focused cognitive behavioral therapy.
- 5.2.4.19. Positive individual growth and development.
- 5.2.4.20. Family for Life Development Center curriculum.
- 5.2.4.21. Department-approved de-escalation and restraint training model that supports the limited use of restraints or seclusion in accordance with RSA 126-U and aligns with the Six Core Strategies ©.
- 5.2.4.22. Security and Privacy Training in compliance with federal and state laws.
- 5.2.4.23. Cardio-Pulmonary Resuscitation (CPR) and First Aid.
- 5.2.4.24. HHRTF policies and procedures.
- 5.2.4.25. Standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities.
- 5.2.4.26. Professional boundaries.
- 5.2.4.27. Power dynamics.
- 5.2.4.28. Appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records,

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as safeguarded by 42 CFR Part 2 as referenced in Exhibit K.

- 5.2.5. The Contractor shall schedule trainings for staff, as applicable and appropriate, which include, but are not limited to:
 - 5.2.5.1. Orientation.
 - 5.2.5.2. Program specific trainings and consultations addressing core competencies or specific skills and techniques.
 - 5.2.5.3. On-the-job trainings.
 - 5.2.5.4. Refresher trainings that include a written and physical exam.
 - 5.2.5.5. Annual trainings.
- 5.2.6. The Contractor shall provide professional development opportunities to all staff, post on-boarding, that includes but is not limited to:
 - 5.2.6.1. On and off-site trainings;
 - 5.2.6.2. Conference attendance; and
 - 5.2.6.3. Other relevant educational opportunities.
- 5.2.7. The Contractor shall develop and implement training for PRTF staff, individuals and their families on Family and Child Engagement, which includes but is not limited to:
 - 5.2.7.1. Working with DCYF to provide Better Together with birth parents for clinicians, family workers and other staff who work with families.
 - 5.2.7.2. Working with the University of New Hampshire Institute on Disability to provide Renew Training for programs, which focus on individuals 14 and older whose permanency plan is Another Planned Permanent Living Arrangement (APPLA) or Independent Living programs.

5.3. Staffing

- 5.3.1. The Contractor agrees that one (1) FTE is equal to one (1) full-time employee who works 40 hours per week, devoted to his or her duties and responsibilities, subject to the Contractor's normal and customary employee leave policies. It is understood that although psychiatrists will spend the majority of their workday at the HHRTF, there are times a psychiatrist may work outside of normal business hours to ensure timely care is rendered, or that documentation is completed in a timely fashion. For this reason, the Contractor shall provide reports summarizing FTE staffing

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rendered to the hospital for each invoicing period. The Contractor is not required to provide hourly timecards for clinical staff. For non-clinical staff, the Contractor shall provide hourly timecards summarizing hours worked for each invoicing period.

5.3.2. The Contractor shall ensure all personnel and subcontractors meet and adhere to:

5.3.2.1. The applicable codes of ethical conduct;

5.3.2.2. The qualifications necessary to perform the responsibilities of the job;

5.3.2.3. All HHRTF and Contractor policies;

5.3.2.4. Information security and privacy policies and use agreements including items included in Exhibit K;

5.3.2.5. All other human resource-related expectations of the Department; and

5.3.2.6. All NH Department of Information Technology (DoIT) and Department security policies.

5.3.3. The Contractor shall develop a staffing plan for the HHRTF that ensures staffing that includes, but is not limited to:

5.3.3.1. One (1) Chief Medical Officer.

5.3.3.2. One (1) Chief Nursing Officer.

5.3.3.3. One (1) General Medical Director.

5.3.3.4. Other staff as needed and appropriate.

5.3.4. The Contractor shall provide a staffing plan to the Department within 30 days of the commencement of services, and annually thereafter, for approval by the Department within one (1) week of receiving each staffing plan, that includes, but is not limited to:

5.3.4.1. Resumes for each filled position.

5.3.4.2. Job descriptions for each position, regardless of vacancy.

5.4. Chief Medical Officer

5.4.1. The Contractor shall ensure the Chief Medical Officer:

5.4.1.1. Is a board certified psychiatrist licensed to practice medicine in the State of New Hampshire and has clinical privileges at the HHRTF.

5.4.1.2. Is a senior administrative psychiatrist with a minimum of five (5) years of experience in a position of clinical leadership for a major public sector program; psychiatric hospital; governmental authority; or state or national medical/psychiatric society or organization

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involved in the delivery of public sector psychiatric services.

- 5.4.1.3. Completed an Accreditation Council for Graduate Medical Education (ACGME) approved residency program with board certification in psychiatry by the American Board of Psychiatry and Neurology. (Additional subspecialty certification in forensic, geriatric or child psychiatry may be substituted for two (2) years of administrative leadership. Completion of a graduate curriculum in medical administration is preferred).
- 5.4.2. The Contractor shall ensure the Chief Medical Officer participates, as needed, with Staff Psychiatrists in on-call and after-hours coverage above the 40-hour week to ensure on-call psychiatrist services are available 24 hours per day, 7 days per week. In the event the Chief Medical Officer resigns, or is otherwise removed from providing services to the HHRTF, the Contractor shall:
 - 5.4.2.1. Furnish a psychiatrist within ten (10) business days, not including holidays, to serve full-time as interim Chief Medical Officer, until such time as the existing Chief Medical Officer either resumes full-time duty or is replaced by a new Chief Medical Officer.
 - 5.4.2.2. Ensure the interim Chief Medical Officer meets all requirements for the Chief Medical Officer, as set forth above.
 - 5.4.2.3. Provide transition services to the HHRTF, at no additional cost to the Department, to avoid any interruption of services and administrative responsibilities.
- 5.4.3. The Contractor shall ensure the Chief Medical Officer:
 - 5.4.3.1. Identifies and develops a plan outlining the HHRTF's provider staffing needs, including a schedule of psychiatric and related clinical personnel, for Department review and approval prior to the commencement of each contract year, or as otherwise requested by the Department;
 - 5.4.3.2. Coordinates with the Department's Chief Executive Officer (CEO) on all clinical activities in order to accomplish the day-to-day clinical operations of the HHRTF in a manner consistent with:
 - 5.4.3.2.1. RSA Chapter 135-C and the rules adopted pursuant thereto;
 - 5.4.3.2.2. All HHRTF policies; and

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- 5.4.3.2.3. All standards of TJC and CMS;
- 5.4.3.3. Participates in the formulation, implementation, and supervision of all clinical programs for the diagnosis, assessment, treatment, care, and management of individuals admitted to the HHRTF;
- 5.4.3.4. Supervises all documentation requirements for all Staff Psychiatrists and other clinical personnel employed by the Contractor and providing services at the HHRTF under this Agreement;
- 5.4.3.5. Ensures adequate coverage on weekends and holidays to maintain compliance with documentation requirements to justify medical necessity of stay, including, but not limited to, the need for daily progress notes on individuals covered by Medicaid, Medicare or commercial insurance. Should clinical care responsibilities impede a provider's ability to complete daily progress notes on weekends or holidays, the next progress note will be written within 72 hours;
- 5.4.3.6. Performs annual performance evaluations and discipline, as necessary, for all Staff Psychiatrists and other clinical personnel employed by the Contractor and providing services at the HHRTF, including consulting with and seeking input from the CEO as to the Department's satisfaction with the services provided by the individual under review;
- 5.4.3.7. Performs an annual administrative review of all clinical personnel employed by the Contractor and providing services at the HHRTF to ensure compliance with HHRTF policies, including but not limited to:
 - 5.4.3.7.1. Training;
 - 5.4.3.7.2. Record keeping;
 - 5.4.3.7.3. Matters of medical records;
 - 5.4.3.7.4. CPR and CMP training and/or retraining;
 - 5.4.3.7.5. TJC requirements;
 - 5.4.3.7.6. Customer service responsibilities;
 - 5.4.3.7.7. Health Insurance Portability and Accountability Act (HIPAA) compliance; and
 - 5.4.3.7.8. Attendance at mandated in-service training.

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- 5.4.3.8. Takes action necessary to ensure compliance with the requirements in Subparagraph 5.4.3.7. and takes disciplinary action necessary in instances of non-compliance with HHRTT policy or HHRTF Medical Staff Organization by-laws;
- 5.4.3.9. Complies with all applicable performance standards set forth in the resulting Agreement pertaining to Staff Psychiatrists;
- 5.4.3.10. Provides consultation to the Department relative to the development of the State mental health service system;
- 5.4.3.11. Reports any issues to the CEO regarding all admissions, individual care or any other situations that may pose a significant risk to individuals or the community or that may result in adverse publicity or in any way undermine public confidence in the clinical care provided by the HHRTF;
- 5.4.3.12. Participates as a member of the HHRTF's Executive Team;
- 5.4.3.13. Participates in the recruitment of other clinical Department personnel, upon the request of the CEO;
- 5.4.3.14. Establishes, subject to approval from the CEO, an employment schedule for all clinical personnel employed by the Contractor to provide services at the HHRTF;
- 5.4.3.15. Assists the HHRTF Executive Team with enhancing clinical practices and care across the organization; and
- 5.4.3.16. Provides clinical coverage for other clinical staff, as necessary, due to absences or vacated positions.
- 5.4.4. The Contractor's performance standards and outcomes shall be monitored to ensure:
 - 5.4.4.1. Within 45 days of the assignment of the Chief Medical Officer, and annually thereafter, the Contractor and CEO, in consultation with the Chief Medical Officer, develop a list of performance metrics based upon the deliverables, functions and responsibilities of the Chief Medical Officer, subject to approval by the CEO, which shall be reviewed for approval on a quarterly basis.
 - 5.4.4.2. Services provided by the Chief Medical Officer are satisfactory to the Department. The Contractor shall,

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no less than annually and more frequently if required by the Department, provide an evaluation tool to solicit input from the CEO regarding the Chief Medical Officer's provision of services.

- 5.4.4.3. A corrective action plan is developed to address any concerns raised by the CEO in the evaluation tool, and provide a copy of the plan to the CEO for review and approval.

5.5. Chief Nursing Officer

5.5.1. The Contractor shall ensure the Chief Nursing Officer:

- 5.5.1.1. Is currently licensed as a registered nurse by the New Hampshire Board of Nursing; and

- 5.5.1.1.1. Possesses a postgraduate degree in nursing or a related field; or

- 5.5.1.1.2. Possesses the knowledge and skills associated with an advanced degree; or

- 5.5.1.1.3. Possess a written plan to obtain either of the above; and

- 5.5.1.2. Has a minimum of five (5) years of progressive leadership experience with demonstrated managerial ability, interpersonal relations and the ability to apply sound administrative principles; and

5.5.1.3. Has demonstrated competence in:

- 5.5.1.3.1. Specialty certification of children's psychiatric services.

- 5.5.1.3.2. CPR Certification.

- 5.5.1.3.3. Certification in a Department-approved de-escalation and restraint model.

- 5.5.1.3.4. Corporate compliance of all training offered at the HHRTF.

- 5.5.1.3.5. Ability to deliver patient care in a manner that is appropriate to the individual's age, physical ability and intellectual development.

- 5.5.1.3.6. Proficient in the assessment, treatment and adaptation of care to meet the need of one or more of the following populations:

- 5.5.1.3.6.1. Pediatric.

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5.5.1.3.6.2. Special needs children.

5.5.1.3.6.3. Adults.

- 5.5.2. The Contractor shall ensure the Chief Nursing Officer:
 - 5.5.2.1. Provides direction, leadership and supervision to all Nursing Department, Infection Control and Employee Health personnel;
 - 5.5.2.2. Provides effective leadership and coordinates leaders to deliver nursing care, treatment and services; and
 - 5.5.2.3. Evaluates unit program objectives and Performance Improvement activities and realigns work, as needed.
 - 5.5.2.4. Organizes, directs and administers to ensure the level of care required by state, federal and other regulatory agencies is met.
 - 5.5.2.5. Coordinates the development and directs the implementation of:
 - 5.5.2.5.1. Hospital-wide plans to provide nursing care, treatment and services;
 - 5.5.2.5.2. Hospital-wide programs, policies and procedures relative to assessing, meeting, and evaluating nursing care needs of the patient population; and
 - 5.5.2.5.3. An effective, ongoing program to measure, analyze and improve the quality of nursing care, treatment and services.
 - 5.5.2.6. Supervises department managers in the coordination of the employee selection process, work assignments, performance evaluations and staff development.
 - 5.5.2.7. Recommends and supports programs of education and training, including, but not limited to:
 - 5.5.2.7.1. Orientation of new employees.
 - 5.5.2.7.2. Professional advancement opportunities for employees in order to facilitate continuing education and experience.
 - 5.5.2.8. Directs and oversees the practice of Infection Control and Employee Health.
 - 5.5.2.9. Assumes an active leadership with the HHRTF governing body, senior leadership, medical staff, management and clinical directors within the facility's decision-making structure.

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- 5.5.2.10. Participates as a member of the HHRTF's Executive Team.
- 5.5.2.11. Participates in established meetings with senior clinical and managerial leaders.
- 5.5.2.12. Monitors, oversees and directs the quality and appropriateness of all documentation to ensure compliance with all TJC and CMS standards applicable to the Nursing Department.
- 5.5.3. The Contractor's performance standards and outcomes shall be monitored to ensure:
 - 5.5.3.1. Within 45 days of the assignment of the Chief Nursing Officer, and annually thereafter, the Contractor and CEO, in consultation with the Chief Nursing Officer, develop a list of performance metrics based upon the deliverables, functions and responsibilities of the Chief Nursing Officer, subject to approval by the CEO, which shall be reviewed for approval on a quarterly basis.
 - 5.5.3.2. Services provided by the Chief Nursing Officer are satisfactory to the Department. The Contractor shall, no less than annually, and more frequently if required by the Department, provide an evaluation tool to solicit input from the CEO regarding the Chief Nursing Officer's provision of services.
 - 5.5.3.3. A corrective action plan is developed to address any concerns raised by the CEO in the evaluation tool and provide a copy of the plan to the CEO for review and approval.
- 5.6. General Medical Director
 - 5.6.1. The Contractor shall ensure one (1) physician or a physician group to serve as the General Medical Director who is physically present at the HHRTF to meet patient need and ensure adequate service delivery. Additionally, the physician coverage may be supplemented with telehealth services.
 - 5.6.2. The Contractor shall ensure the General Medical Director:
 - 5.6.2.1. Is a family medicine or pediatrics physician who has completed residency with at least three (3) years of experience in supervising other clinicians. Board certification by the American Board of Family Medicine or the American Board of Pediatrics is required.

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- 5.6.2.2. Oversees the care of patients' general medical needs and issues;
- 5.6.2.3. Provides consultation for infection prevention and infection control practices and protocols;
- 5.6.2.4. Provide oversight and leadership in quality improvement activities to reduce potentially avoidable use of restraints and seclusions;
- 5.6.2.5. Assumes a leadership role in maintaining and improving medical standards of care for patients;
- 5.6.2.6. Supervises other medical staff and the administration of medical orders by the staff at the HHRTF.
- 5.6.2.7. Provides medical oversight for continuous quality improvement efforts and root cause analysis for adverse medical events and occurrences; and
- 5.6.2.8. Educates staff in the appropriate application of evidence-based practices and protocols for medical care.

5.7. Medical Service Key Performance Indicators

- 5.7.1. The Contractor shall ensure medical providers comply with the following Key Performance Indicators:
 - 5.7.1.1. Progress Notes
 - 5.7.1.1.1. Completed within 24 hours of seeing an individual.
 - 5.7.1.1.2. Content as it pertains to CMS local coverage determinations for the HHRTF and their associates' policies.
 - 5.7.1.2. Standardized Process
 - 5.7.1.2.1. Compliance with all existing and future standardized work processes with the goal of reducing variation in care.
 - 5.7.1.2.2. Individual metrics are developed based on the target outcomes of the standardized work.
 - 5.7.1.3. Treatment Plans
 - 5.7.1.3.1. Medical provider specific portions of treatment plans are completed within 24 hours of admission.
 - 5.7.1.3.2. Performance measured by random monthly audits which are provided to the Utilization Management Committee

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5.7.1.4. Annual Reviews

5.7.1.4.1. Annual reviews are documented on all staff provided by the Contractor. The Contractor shall ensure performance evaluations comply with professional standards for evaluations per CMS and TJC guidelines.

- 5.7.2. The Contractor shall ensure the General Medical Director monitors progress toward the stated goals in the Quality Assurance and Monitoring Plan and provides reports to the CEO and a representative of the Contractor on a quarterly basis.
- 5.7.3. The Contractor shall ensure the General Medical Director meets with the CEO and Contractor on a quarterly basis to review progress toward Quality Assurance and Monitoring Plan goals, as well as Key Performance Indicators specified above.
- 5.7.4. The Contractor shall oversee the performance of the General Medical Director toward these Quality Assurance and Monitoring goals.
- 5.7.5. In consultation with the CEO, the Contractor shall review and revise the Quality Assurance and Monitoring Plan on an annual basis, or as otherwise requested by the Department.

6. Pharmaceutical Services

- 6.1. The Contractor shall ensure a NH licensed pharmacist provides Pharmaceutical Services that meet the medication needs of individuals receiving services at the HHRTF, including but not limited to ensuring pharmacy supplies are available on premises, or by delivery as appropriate.
- 6.2. The Contractor shall ensure Pharmaceutical Services meet individual medication needs in a timely manner and in accordance with federal and state laws and regulations.
- 6.3. The Contractor shall ensure a NH licensed pharmacist is available 24 hours per day, 365 days per year to the HHRTF to:
 - 6.3.1. Receive and approve orders for prescription medications; and
 - 6.3.2. Respond to requests for telephone consultations within one (1) hour of placing the request for consult only.
- 6.4. In the event of challenging discharge circumstances whereby an individual requires discharge, the Contractor may provide medications prior to or upon being discharged from the HHRTF.
- 6.5. The Contractor shall ensure medication preparation and stock storage occurs on the premises of the HHRTF.
- 6.6. The Contractor shall purchase generic pharmaceuticals for all medications when a generic option is available and authorized.

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- 6.7. The Contractor shall ensure prescribed medications are provided to the HHRTF for individuals as ordered by a qualified prescriber.
- 6.8. The Contractor shall provide Pharmaceutical Services including, but not limited to:
 - 6.8.1. Ensuring prescriptions are filled in a timeframe deemed appropriate from a clinical care delivery perspective.
 - 6.8.2. Substituting generic drugs approved by the federal government that fall into the AB generic drug category, unless the prescriber's order specifically states "Brand Medically Necessary."
 - 6.8.3. Dispensing prescriptions, as ordered by the prescribers:
 - 6.8.3.1. Within an individual-specific unit dose drug delivery system; and
 - 6.8.3.2. Except where prohibited by law.
- 6.9. The Contractor shall destroy and dispose of medications and controlled substances in accordance with TJC, NH Board of Pharmacy, and U.S. Drug Enforcement Agency (DEA) rules, regulations, and guidelines.
- 6.10. The Contractor shall provide containers for the purpose of medication and device disposal, including but not limited to sharps containers for syringes and lancets.
- 6.11. The Contractor shall ensure Pharmaceutical Services include the acceptance of returns of unopened unit dose packaging and crediting the individual's billing party for unused medications in accordance with NH State Board of Pharmacy regulation Ph 704.07.
- 6.12. The Contractor shall complete a monthly Retrospective Drug Utilization by monitoring medications for potential food/drug interactions as well as potential incompatibilities for both prescription and over the counter products. The Contractor shall:
 - 6.12.1. Ensure the review is completed by a licensed pharmacist and in accordance with 42 CFR 483.
 - 6.12.2. Ensure the review is completed at the HHRTF in collaboration with the HHRTF staff.
 - 6.12.3. Ensure copies of the completed review, including any irregularities, are submitted to the attending physician, Chief Medical Officer and Chief Nursing Officer within 15 days from the date of review.
- 6.13. The Contractor shall ensure Pharmaceutical Services include completing a monthly prospective and/or concurrent drug utilization review on each individual's drug regimen, listing potential interactions, incompatibilities, excessive dosages, acceptable indications for use and adequate monitoring. The Contractor shall:

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- 6.13.1. Ensure the review is completed in accordance with CMS 42 CFR 483 by a licensed pharmacist.
 - 6.13.2. Ensure the review is completed at the HHRTF in concert with the HHRTF facility staff.
 - 6.13.3. Ensure copies of the completed review, including any irregularities, are submitted to the attending physician, Chief Medical Officer and Chief Nursing Officer within 15 days from the date of review.
- 6.14. The Contractor shall ensure Pharmaceutical Services personnel provide Medication Administration Records (MARs) and Physician's Order Sheets to the Chief Nursing Officer on a monthly basis. The Contractor shall ensure pharmacy service staff:
- 6.14.1. Ensure the MARs sheets include necessary special instructions for the proper administration of the medication/substance and as required by the HHRTF for each individual.
 - 6.14.2. Include special information on both forms that is pertinent to the individual, including but not limited to diagnoses, identification number and other information as required by Chief Medical Officer and Chief Nursing Officer for each individual.
 - 6.14.3. Deliver MARs sheets or make MARs sheets available electronically to the Contractor no later than (5) five days prior to the beginning of each new month to allow time for review and implementation by the nursing staff.
- 6.15. Automated Pharmaceutical Dispensing Machines and Code Carts
- 6.15.1. The Contractor shall assume responsibility for on-site automated pharmacy dispensing machines.
 - 6.15.2. The Contractor shall ensure the pharmacist stocks the Automated Pharmaceutical Dispensing Machines with appropriate types and amounts of pharmaceuticals needed by the populations served. The Contractor shall:
 - 6.15.2.1. Ensure each automated pharmacy dispensing machine has the capacity to accommodate medication storage for up to 40 residents per unit.
 - 6.15.2.2. Maintain a double-locked area for the storage of:
 - 6.15.2.2.1. Controlled substances; and
 - 6.15.2.2.2. External preparations and liquid medications.
 - 6.15.3. The Contractor shall ensure all Code Carts:
 - 6.15.3.1. Are properly stocked with medications;
 - 6.15.3.2. Are restocked after Code Cart use;

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- 6.15.3.3. Contain only medications that are not expired.
- 6.15.4. The Contractor shall have a process for Code Cart inventory control that includes documenting Code Carts restocking and inventory rotation.
- 6.15.5. The Contractor shall ensure the Automated Pharmaceutical Dispensing Machines are replaced in accordance with manufacturer expected useful life, or as devices fail.
- 6.16. Pharmaceutical Inventory
 - 6.16.1. The Contractor shall maintain a perpetual daily inventory of all controlled substances stored at the HHRTF, in accordance with NH Board of Pharmacy and DEA standards, guidelines, and regulations.
 - 6.16.2. The Contractor shall complete pharmaceutical inventory functions that include, but are not limited to:
 - 6.16.2.1. Providing a perpetual inventory report for controlled substances stored at the HHRTF, as requested by the Department.
 - 6.16.2.2. Maintaining proper internal controls when ordering, receiving, and distributing medications, which includes a separation of duties between ordering and receiving medications.
 - 6.16.2.3. Managing medication inventory to ensure medications are not wasted due to expiration dates or poor inventory management practices.
 - 6.16.3. The Contractor shall establish and maintain a Pharmacy and Therapeutics Review Committee, comprised of Pharmacists and Prescribers, to review the HHRTF's formulary, and make changes based on evidence-based practices, or emerging techniques supported by extensive research.
 - 6.16.4. The Contractor shall provide Pharmaceutical Services in a safe and secure manner that is in accordance with all standards and requirements of the:
 - 6.16.4.1. State of New Hampshire Board of Pharmacy, PH 706 Pharmaceutical Care Standards;
 - 6.16.4.2. CMS, 42 CFR 483; and
 - 6.16.4.3. DEA.
- 6.17. Pharmaceutical Services Information Technology Use and Security
 - 6.17.1. The Contractor shall ensure the Pharmaceutical Services staff have the ability to use the Contractor's contracted software for:

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- 6.17.1.1. Receiving prescriber orders by electronic prescribing the electronic generation; transmission and filling; refilling; or changing of prescriptions.
 - 6.17.1.2. Medication Administration Record (MAR).
 - 6.17.2. The Contractor shall ensure Pharmaceutical Services staff agree to accept medication orders written on physician's order sheets submitted by the HHRTF via facsimile machine.
 - 6.17.3. The Contractor shall ensure one (1) facsimile machine is available and functioning in each nursing unit.
 - 6.17.4. The Contractor shall ensure Pharmaceutical Services comply with security measures in accordance with TJC and NH Board of Pharmacy.
 - 6.17.5. The Contractor shall maintain direct control of Contractor-owned confidential data and apply at least minimum required security controls and protections according to Exhibit K and all applicable federal and state laws including but not limited to HIPAA/HI-TECH ACT, NH RSA 359-C for the protection of confidential or protected data at rest; in transit; during processing; and during destruction.
 - 6.17.6. The Contractor shall ensure Pharmaceutical Services staff has access to the Contractor's application(s), if they exist, and is accountable and responsible for maintaining the confidentiality and integrity of all NH data, information, and system access at all times, in accordance with Exhibit K.
 - 6.17.7. The Contractor agrees that pharmacy system access will be limited to only information required to meet the terms of this agreement. Access to the system or system user name and passwords will not be shared with anyone other than the person who is issued the credentials by the Contractor.
 - 6.17.8. The Contractor shall ensure Pharmaceutical Services staff agree that system access and Contractor data use is permitted for lawful purposes only and to allow the pharmacy services staff to successfully meet the terms of this agreement, no more no less.
- 6.18. Reporting
- 6.18.1. The Contractor shall provide a monthly perpetual inventory report, including shrinkage, of controlled substances to the Department.
- 6.19. Documentation and Reference Materials
- 6.19.1. The Contractor shall ensure the Pharmaceutical Services provider provides a copy of their policies and procedures specific to the HHRTF pharmaceutical services.
 - 6.19.2. The Contractor shall ensure the Pharmaceutical Services provider provides Patient Education Leaflets that include risk/benefit drug

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information to share with the individuals and/or legal representatives and nursing staff.

- 6.19.3. The Contractor shall ensure the Pharmaceutical Services provider provides a minimum of five (5) reference notebooks that contain at a minimum medication descriptions and side effects, for each nursing unit and the nursing coordinators' office, and keep said reference notebooks up-to-date.
- 6.19.4. The Contractor shall ensure the Pharmaceutical Services provider provides Proof of Use sheets for controlled substances.
- 6.19.5. The Contractor shall ensure the Pharmaceutical Services provider provides a minimum of eight (8) Nurses Drug Review handbooks, as updated annually.

7. Hazardous Waste Disposal Services

- 7.1. The Contractor shall ensure hazardous waste disposal services are available and provided for the HHRTF, in accordance with all TJC, Environmental Protection Agency (EPA), CMS, and any other applicable federal or state law or regulation.
- 7.2. The Contractor shall ensure hazardous pharmaceutical waste disposal services are available and provided to the HHRTF and Residential Treatment Facility, which include, but is not limited to, Pharmaceutical Formulary Characterization in accordance with 7.1 above as well as the Board of Pharmacy, and Drug Enforcement Agency (DEA) laws, rules, regulations, and guidance.
- 7.3. The Contractor shall utilize the HHRTF current documentation to fully identify and characterize the HHRTF's hazardous, state regulated, National Institute of Occupational Safety and Health (NIOSH) and non-hazardous waste per the federal, state and local regulations in order to create an all-encompassing waste picture that is specific to the HHRTF. The Contractor shall:
 - 7.3.1. Review purchasing information and other documentation for items:
 - 7.3.1.1. Determined to be hazardous.
 - 7.3.1.2. Prohibited from drain disposal.
 - 7.3.1.3. That the HHRTF chooses to collect for best management practices.
 - 7.3.2. Review drugs identified by the:
 - 7.3.2.1. EPA (40 CFR § 262.11 and 261.3).
 - 7.3.2.2. U.S. Department of Transportation (DOT) (49 CFR § 173).

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- 7.3.2.3. National Institute of Occupational Safety and Health (NIOSH).
- 7.3.2.4. State regulations.
- 7.3.3. Provide training and support to ensure end-user ability to access pharmaceutical formulary information.
- 7.3.4. Provide guidance on other items that should be collected due to their acute toxicity in order to support the HHRTF efforts in becoming a 'Green Institution.'
- 7.3.5. Have a process to update the HHRTF's waste characterization formulary on an ongoing basis to include any new drugs added.
- 7.4. The Contractor shall work with the hazardous pharmaceutical waste disposal services provider to:
 - 7.4.1. Develop a communication structure between the HHRTF, the hazardous pharmaceutical waste disposal services provider and the Contractor's internal team that includes, but is not limited to:
 - 7.4.1.1. Periodically scheduled meetings with key HHRTF staff.
 - 7.4.1.2. Quarterly status reports.
 - 7.4.1.3. Creation of a Compliance Calendar that is HHRTF-specific.
 - 7.4.2. Conduct a quality control review, as completed by the hazardous pharmaceutical waste disposal services provider's Environmental Compliance Specialist, to determine changes that must be completed to the formulary. The Contractor shall ensure the hazardous pharmaceutical waste disposal services provider's Environmental Compliance Specialist:
 - 7.4.2.1. Reviews all changes with the HHRTF team, including but not limited to:
 - 7.4.2.1.1. Updated labeling.
 - 7.4.2.1.2. Updated signage.
 - 7.4.2.1.3. Educational components.
 - 7.4.2.2. Documents all finalized changes and completes any onsite elements associated with the final changes.
 - 7.4.2.3. Reviews the HHRTF's pharmacy reverse distribution system to clearly identify all items potentially being sent for reverse distribution improperly.
 - 7.4.2.3.1. Update the HHRTF waste characterization formulary every six (6) months.

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- 7.4.2.3.2. Be available to the HHRTF staff to answer questions and/or provide guidance 24 hours per day, seven (7) days per week.
 - 7.4.2.3.3. Provide HHRTF staff with quarterly reports detailing all program changes and processes.
 - 7.4.2.3.4. Provide Hazardous Pharmaceutical Waste (HPW) Consultation on regulatory aspects of the HPW disposal program and federal determinations for non-formulary medication, individual personal supply medications, and/or new medications added to the HHRTF formulary.
- 7.5. The Contractor shall ensure Pharmaceutical Disposal Services are available and provided to the HHRTF, which includes but is not limited to:
- 7.5.1. Right-sizing the placement and set up of proper pharmaceutical waste containers to accommodate pharmaceutical waste generated at the HHRTF, which includes, but is not limited to:
 - 7.5.1.1. Ensuring the Environmental Compliance Advisors accompany the HHRTF staff on a complete site walkthrough to finalize modifications to Satellite Storage Areas (SSA) locations.
 - 7.5.1.2. Advising staff on where containers should be placed and stored.
 - 7.5.1.3. Providing an SSA Location list that can be utilized for the creation of any policies and procedures.
 - 7.5.1.4. Installing hazardous waste collection containers in Contractor-approved SSA Locations.
 - 7.5.2. Providing color-coded containers in minimal amounts for ease of collection using a simplified waste stream collection process throughout the HHRTF.
- 7.6. The Contractor shall ensure Transportation and Disposal of Drug Waste, which includes but is not limited to:
- 7.6.1. A Hazardous Waste Coordinator who is a Department of Environmental Services (DES) certified who is on-site and who can transfer, monitor and dispose of both hazardous and non-Resource Conservation and Recovery Act (RCRA) pharmaceutical wastes, which includes but is not limited to physically going to all unit medication rooms to pick up pharmaceutical wastes up to two (2) times per month.

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- 7.6.1.1. Providing replacement containers prior to the removal of any hazardous waste containers, which shall be:
 - 7.6.1.1.1. State-of-the-art disposable and reusable containers.
 - 7.6.1.1.2. Color-coded for user-friendly disposal procedures and processes.
 - 7.6.1.2. Providing waste profiles, supplies, and safety data sheets (SDS).
- 7.7. The Contractor shall ensure personnel, including volunteers, staff and State Employees at the HHRTF, receive training that includes but is not limited to:
- 7.7.1. Pharmaceutical Waste Compliance Staff Training and Education, which includes, but is not limited to:
 - 7.7.1.1. Extensive training throughout the HHRTF as required by the EPA (40 CFR § 265.16), and the DOT (49 § 172.702 and § 172.704) to ensure adherence to pharmaceutical waste disposal compliance regulations.
 - 7.7.1.2. Providing training that focusses on correct collection of pharmaceutical waste; reduction of the overall waste volume; and reduction of total expenditures.
 - 7.7.1.3. Building a custom training that includes, but not be limited to:
 - 7.7.1.3.1. Gathering a history of attempts-to-date by the HHRTF to comply with federal and state laws.
 - 7.7.1.3.2. Opening a robust dialogue between HHRTF staff and Contractor experts regarding training needs.
 - 7.7.1.3.3. Developing a program that is highly customized, easy to understand, and will stand the test of time.
 - 7.7.2. Customized learning modules that include unit-to-unit training for all departments on all shifts that produce pharmaceutical waste at the HHRTF, including but not limited to:
 - 7.7.2.1. Pharmacy Staff Training and Environmental Services Training delivered in 20 to 30 minute sessions sufficient to ensure attendance by all staff on all shifts.
 - 7.7.2.2. Nursing and Clinical Staff Training, delivered in 20 to 30 minute sessions sufficient to ensure attendance by all staff on all shifts, which includes but is not limited to:

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- 7.7.2.3. Initial DOT education for staff who sign hazardous waste manifests, which includes, but is not limited to:
 - 7.7.2.3.1. One full day of training provided at the HHRTF.
 - 7.7.2.3.2. Classroom-style education sessions.
 - 7.7.2.3.3. Training materials for up to three (3) individuals.
- 7.7.2.4. Ongoing onsite support service assistance, delivered by highly trained Environmental Specialists, who provide services that include, but are not limited to:
 - 7.7.2.4.1. Waste pickups and container exchanges.
 - 7.7.2.4.2. SSA inspections.
 - 7.7.2.4.3. Point-of-use education by location and staff.
 - 7.7.2.4.4. Status report documentation of daily activities.
 - 7.7.2.4.5. Acting as the HHRTF's eyes and ears for the program on an ongoing basis.
- 7.8. The Contractor shall support the HHRTF with maintaining compliance with the EPA/DOT regulations and TJC standards with after care services for all trained staff, which include but are not limited to:
 - 7.8.1. Audits of the pharmaceutical waste accumulation areas.
 - 7.8.2. Reviews of required regulatory paperwork.
 - 7.8.3. Retraining and educating staff, as needed.
 - 7.8.4. Visual inspections of containers for proper disposal and segregation practices.
 - 7.8.5. Obtaining feedback by consulting with safety, environmental services, pharmacy, education and nursing departments of the HHRTF.
 - 7.8.6. Written summaries of all meetings.
 - 7.8.7. Improvements to any deficiencies found by the HHRTF staff, the vendor or outside regulatory agencies.
 - 7.8.8. Recommendations to the HHRTF on managing and reducing pharmaceutical waste.
 - 7.8.9. Annual refresher trainings to Pharmacy, Nursing and Safety Department staff.

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- 7.8.10. Tools to ensure continued compliance with federal regulations and state laws.
- 7.8.11. Access to after care resources that include, but are not limited to:
 - 7.8.11.1. The Director of Healthcare and Pharmaceutical Waste Management.
 - 7.8.11.2. Onsite Environmental Specialist team.
 - 7.8.11.3. Healthcare Operations Management team.
 - 7.8.11.4. Environmental Compliance Advisor.
 - 7.8.11.5. Technical Service Representative.
 - 7.8.11.6. Onsite and internal development meetings on a quarterly basis.
 - 7.8.11.7. Updated formulary characterizations and program revisions.
 - 7.8.11.8. Twice-monthly status reports.
 - 7.8.11.9. Fully developed routine summaries.
 - 7.8.11.10. Inspections, consolidations and data mapping/tracking.
- 7.8.12. A finalized after care services plan that addresses:
 - 7.8.12.1. Sustainability, by providing services that include but are not limited to:
 - 7.8.12.1.1. A full-service onsite support service team.
 - 7.8.12.1.2. The provision of status reports.
 - 7.8.12.1.3. Conducting routine meetings with HHRTF key staff.
 - 7.8.12.2. Compliance, by providing services that include but are not limited to:
 - 7.8.12.2.1. Ongoing 'point-of-generation' education.
 - 7.8.12.2.2. Inspections that are documented, tracked and trended by location.
 - 7.8.12.2.3. Updating the formulary characterization every six (6) months.
 - 7.8.12.2.4. Conducting education events that include but are not limited to:
 - 7.8.12.2.4.1. Roundtables.
 - 7.8.12.2.4.2. Seminars.

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7.8.12.2.4.3. Learning discussions.

- 7.8.12.3. Cost Effective Management, by conducting:
 - 7.8.12.3.1. Waste diversion and reduction through education.
 - 7.8.12.3.2. Waste palletization and bulk shipping.
 - 7.8.12.3.3. Tracking labor data.
 - 7.8.12.3.4. Compliance comparisons.
- 7.8.12.4. Safety by ensuring minimum staffing standards include but are not limited to:
 - 7.8.12.4.1. Ensuring onsite staff are fully STOP Audit trained.
 - 7.8.12.4.2. Pre-trip inspections are completed by the Department of Transportation.
 - 7.8.12.4.3. Ensuring staff retain the Department of Transportation's highest satisfactory rating.
 - 7.8.12.4.4. Ensuring staff retain the Contractor's best-in-class EMR.
 - 7.8.12.4.5. Ensuring staff retain the Contractor's best-in-class Total Recordable Incident Rate (TRIR).
 - 7.8.12.4.6. Ensuring staff retain the Contractor's Excellence in Department of Transportation's BASICS score.
- 7.8.12.5. Simplification through implementing best practices that include, but are not limited to:
 - 7.8.12.5.1. Utilizing color-coded waste streams.
 - 7.8.12.5.2. Utilizing educational signage and labeling.
 - 7.8.12.5.3. Collaborating with routine staff members in order to create cohesive teams.
 - 7.8.12.5.4. Utilizing electronic pharmaceutical coding.
 - 7.8.12.5.5. Utilizing a signal point-of-contact system for both the Contractor and the Department.
 - 7.8.12.5.6. Utilizing easy-to-read invoicing.

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- 7.8.13. The Contractor shall comply with state and federal hazardous pharmaceutical waste disposal laws.
- 7.9. The Contractor shall ensure sufficient adequately trained and certified staff are available to complete Hazardous Pharmaceutical Waste Disposal Services. The Contractor shall:
 - 7.9.1. Ensure each employee performing work in patient care areas have documentation of a criminal background check, which demonstrates no criminal offences.
 - 7.9.2. Ensure each employee is available to complete a 30-minute HHRTF orientation regarding confidentiality and boundaries.
- 7.10. The Contractor shall ensure all staff providing Hazardous Pharmaceutical Waste Disposal Services have undergone the traditional hazardous waste education including, but not limited to OSHA 40-hour HAZWOPER, RCRA, DOT, Bloodborne Pathogen, and HIPAA trainings.
- 7.11. The Contractor shall provide a semi-annual report that reflects information added and deleted to the HHRTF's waste characterization formulary.
- 7.12. The Contractor shall provide quarterly reports detailing all program changes/processes.
- 7.13. The Contractor shall complete monthly reports on picked up process-generated waste as well as pick up manifests and weights.
- 7.14. The Contractor shall provide after care status reports on a bimonthly basis that identify all after care services and activities conducted.

8. Off-Site Laboratory Services

- 8.1. The Contractor shall ensure offsite laboratory services are available to individuals 24 hours per day, seven (7) days per week.
- 8.2. The Contractor shall develop policies and procedures on offsite laboratory services that include, but are not limited to:
 - 8.2.1. Ordering services.
 - 8.2.2. Collecting laboratory samples.
 - 8.2.3. Retaining laboratory records for individuals.
 - 8.2.4. Transporting individuals to receive laboratory services, including the number of accompanying staff necessary when transporting individuals, when clinically indicated.
- 8.3. The Contractor shall ensure the offsite laboratory utilized for offsite laboratory services:
 - 8.3.1. Is certified by CMS.
 - 8.3.2. Complies with OSHA standards;
 - 8.3.3. Complies with Blood borne pathogen standards;

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- 8.3.4. Complies with U.S. Public Health Services guidelines;
- 8.3.5. Complies with Clinical Laboratory Improvement Act of 1988 (CLIA) regulations;
- 8.3.6. Complies with any other applicable accrediting bodies, as identified by the Department; and
- 8.4. The Contractor shall notify the Department of any change in use or subcontractor of the offsite laboratory.
- 8.5. The Contractor shall ensure the offsite laboratory:
 - 8.5.1. Delivers same-day results to the HHRTF by 4:00 PM.
 - 8.5.2. Reports STAT testing results within a timeframe agreed upon between the parties.
 - 8.5.3. Forwards printed copies of all laboratory results to the appropriate clinician for review.
- 8.6. The Contractor shall ensure the offsite laboratory performs and reports emergency or abnormal test results or other tests requested by a physician in accordance with:
 - 8.6.1. Performing tests in a timely fashion consistent with clinical appropriateness; and
 - 8.6.2. Providing critical results to the patient care unit or directly to the practitioner with 15 minutes of verification by telephone call or fax, to be followed up by printed copies for the medical record.
- 8.7. The Contractor shall ensure the offsite laboratory reports all results on a standard form approved by the HHRTF, which includes:
 - 8.7.1. The date and time of specimen collection;
 - 8.7.2. The date and time a specimen is received by the laboratory and completed;
 - 8.7.3. The technologist's initials; and
 - 8.7.4. The pathologist's review, as appropriate.
- 8.8. The Contractor shall ensure the offsite laboratory provides the Department with access to on-line laboratory results through a secure Provider Portal at no additional cost.
- 8.9. The Contractor shall notify the Department, within one (1) working day, of any laboratory findings that indicate a disease reportable to the NH Division of Public Health Services, or drug resistant or multi-drug resistant organism (MDRO).
- 8.10. The Contractor shall provide the antimicrobial susceptibility summary annually to the Department.
- 8.11. Phlebotomy Services

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- 8.11.1. The Contractor shall ensure the offsite laboratory provides phlebotomy services, including the transportation of collected specimens at no additional costs to the Contractor, on a mutually agreed routine schedule to collect difficult draws.
- 8.11.2. The Contractor shall ensure the offsite laboratory establishes a standard of practice for obtaining and processing specialized phlebotomy draws, which may include, but are not limited to, arterial blood gases and ammonia blood levels.
- 8.11.3. The Contractor shall ensure the offsite laboratory provides a Laboratory Services Handbook and on-line access to the HHRTF for standards of practice for specialized phlebotomy draws.
- 8.11.4. The Contractor shall ensure the offsite laboratory provides call back communications on STAT phlebotomy upon request at no additional cost to the Contractor. The Contractor shall ensure:
 - 8.11.4.1. Phlebotomists perform a venipuncture for the process of obtaining bloods, from veins only.
 - 8.11.4.2. Individuals requiring arterial blood gasses are transported to the offsite laboratory for arterial venipuncture by qualified staff.

8.12. Therapeutic Drug Monitoring Services

- 8.12.1. The Contractor shall ensure the offsite laboratory performs therapeutic drug monitoring including active metabolites on the substances. The Contractor shall ensure:
 - 8.12.1.1. Turn-around times range from 24 hours to up to seven (7) days from the time samples are received at the testing laboratory to the forwarding of results.
 - 8.12.1.2. All antipsychotic and antidepressant drug monitoring utilize High Performance Liquid Chromatographic (HPLC) techniques using both ultraviolet and electrochemical detection.
 - 8.12.1.3. Laboratory methodology includes:
 - 8.12.1.3.1. Detection;
 - 8.12.1.3.2. Identification and measurement of psychoactive metabolites of all samples submitted; and
 - 8.12.1.3.3. Levels of parent drug and relevant active metabolites shall be included in direct and follow-up reports.
 - 8.12.1.4. Laboratory staff provide in-service training for nursing or other personnel at no charge to the HHRTF

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- 8.12.1.5. Notification to the HHRTF Chief Nursing Officer of all available trainings including, but not limited to:
 - 8.12.1.5.1. Any changes related to laboratory services.
 - 8.12.1.5.2. Education related to equipment supplied.
 - 8.12.1.5.3. Any changes in collection practices.
 - 8.12.1.5.4. Training on United States Pharmacopeia Convention Chapter 800 (USP 800) drugs.
 - 8.12.1.5.5. Continuing education conferences of interest for the physician community, nursing community, and/or the infection prevention practitioner.
- 8.12.1.6. Ensure nurses participating in training sign a Consent and Understanding of Handling Hazardous Drugs form.
- 8.12.2. The Contractor shall provide up to six (6) yearly continuing education conferences, as mutually agreed upon by both parties.
- 8.12.3. The Contractor shall ensure laboratory staff meet with HHRTF staff as necessary to discuss the quality and appropriateness of services, and mutually resolve identified problems.
- 8.12.4. The Contract shall ensure laboratory staff provide the HHRTF with information regarding the objective criteria, which may include, but is not limited to, a quality control surveillance program, established to review and monitor the services provided to the HHRTF.

9. Laundry Services

- 9.1. The Contractor shall ensure laundry and laundry rooms are kept separate from kitchen and dining areas. The Contractor shall ensure:
 - 9.1.1. Clean linen is stored in a clean area and is kept separate from soiled linens at all times;
 - 9.1.2. Soiled materials, linens and clothing are transported in a laundry bag, sack or container and washed in a sanitizing solution used in accordance with the manufacturer's recommendations; and
 - 9.1.3. Soiled linens and clothing contaminated with infectious waste, as defined in NH Administrative Rule Env-Sw 103.28, are handled as infectious waste.
- 9.2. The Contractor shall provide laundry services for all individuals receiving services at the HHRTF that include:
 - 9.2.1. Weekly changing of bed linens.

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- 9.2.2. Provision of laundry and linen services in manner that meets TJC accreditation standards relative to laundry and linen services.
- 9.3. The Contractor shall ensure individuals have the opportunity to wash their personal laundry, as determined appropriate and safe.
- 9.4. The Contractor shall procure and supply all linens and cleaning supplies necessary to perform all laundry functions at the HHRTF.
- 9.5. The Contractor shall not be responsible for personal linen of the individuals.

10. Food and Nutrition Services

- 10.1. The Contractor shall provide all food and nutrition services to individuals receiving care at the HHRTF.
- 10.2. The Contractor shall ensure each individual receiving inpatient services has three (3) meals per day and a minimum of two (2) snacks per day available, as determined and approved by the registered dietician. The Contractor shall ensure:
 - 10.2.1. Meals are prepared on premises following ServSafe guidelines in a kitchen as inspected by the NH Bureau of Food Protection.
 - 10.2.2. Meals are approved by a registered dietician in accordance with the U.S. Department of Agriculture's standards for balanced meals.
 - 10.2.3. That a cafeteria is available during regular business hours for guests, families, and employees of the facility.
- 10.3. The Contractor shall ensure a dietician who is actively licensed in NH as a Registered Dietitian provides food and nutrition services that include, but are not limited to:
 - 10.3.1. Dietitian services for residents at the HHRTF between the hours of 8:00 AM and 4:00 PM, Monday through Friday.
 - 10.3.2. Entering individual's dietary information in the HHRTF medical record to ensure the appropriate capture of nutrition for each individual under the care of the HHRTF.
- 10.4. The Contractor shall ensure the Registered Dietitian maintains individual diet sheets and nutritional care plans, and update nutritional care plans, as needed.
- 10.5. The Contractor shall ensure the Registered Dietitian attends Plan of Care meetings as needed, or prepare the food service representative or designee to participate in Plan of Care meetings, as appropriate.
- 10.6. The Contractor shall ensure the Registered Dietitian conducts routine nutrition assessments on all individuals and monitors individuals for significant changes. The Contractor shall maintain records for:
 - 10.6.1. Between meal supplements;

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- 10.6.2. Current diet orders; and
- 10.6.3. Special nutrition interventions.
- 10.7. The Contractor shall ensure the Registered Dietician participates in internal continuous quality improvement projects, as requested.
- 10.8. The Contractor shall ensure the Registered Dietician is the liaison between the dietary and nursing units in order to clarify orders and resolve issues relating to individual nutritional needs.
- 10.9. The Contractor shall ensure the Registered Dietician notifies staff physicians when dietary inadequacies are detected and provides corrective recommendations.
- 10.10. The Contractor shall ensure the Registered Dietician approves menus for nutritional adequacy.
- 10.11. The Contractor shall ensure the Registered Dietician provides guidance to staff to ensure compliance with all state and federal regulations for food preparation, sanitation, and safety, including, but not limited to:
 - 10.11.1. The Omnibus Budget Reconciliation Act (OBRA).
 - 10.11.2. OSHA.
- 10.12. The Contractor shall ensure that all subcontracted food service operators are authorized to perform food service operations in the State of NH and any licensure, certification, or registration required to perform food services are current and active with any applicable state agency.

11. Environmental Services and Sanitation

- 11.1. The Contractor shall provide Environmental Services and sanitation for the overall cleaning and sanitation of all internal areas of the HHRTF.
- 11.2. The environmental services staff must be familiar with all forms of health care cleaning requirements and precautions, including but not limited to, associated Person Protection Equipment (PPE).
- 11.3. The Contractor shall ensure environmental services meet industry standards and TJC accreditation standards.
- 11.4. The Contractor shall maintain a clean, safe and sanitary environment, both inside and outside.
- 11.5. The Contractor shall ensure all furniture, floors, ceilings, walls, and fixtures are clean, sanitary and in good repair.
- 11.6. The Contractor shall ensure a supply of potable water is available for human consumption and food preparation. The Contractor shall:
 - 11.6.1. Ensure a supply of hot and cold running water is available at all times and precautions, which include but are not limited to, temperature regulation, are in place to prevent scalding injuries.

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- 11.6.2. Ensure hot water used for laundry and food preparations is high enough in temperature to ensure sanitation and food safety, which includes temperatures of:
 - 11.6.2.1. 105°F to 120°F for clinical areas;
 - 11.6.2.2. 120°F for dietary areas, with provisions for 180°F rinse water at the dishwasher by separate booster, unless a chemical rinse is provided; and
 - 11.6.2.3. 160°F for laundry by steam jet or separate booster heater, unless a proven process allows cleaning and disinfection with decreased water temperatures is used, whereby the process meets the designed water temperatures specified by the manufacturer of the product in use.
- 11.7. The Contractor shall ensure all client bathing and toileting facilities are cleaned and disinfected as often as necessary to prevent illness or contamination.
- 11.8. The Contractor shall ensure cleaning solutions, compounds and substances considered hazardous or toxic materials, as defined in RSA 147-A:2, VII, are:
 - 11.8.1. Distinctly labeled and legibly marked in order to identify the contents; and
 - 11.8.2. Stored in a locked box or other secured area that is separate from food, medications and client supplies.
 - 11.8.3. Utilized in full compliance with the manufacturer's labeling ensuring no contamination of food, equipment or utensils.
- 11.9. The Contractor shall ensure only individuals authorized under RSA 430:33 apply pesticides, as defined by RSA 430:29, XXVI, in food storage, food preparation or dining areas.
- 11.10. The Contractor shall ensure:
 - 11.10.1. Solid waste, garbage and trash are stored in a manner inaccessible to insects and rodents, outdoor animals, and facility pets.
 - 11.10.2. In-house trash and garbage receptacles are:
 - 11.10.2.1. Emptied in a timely manner; and
 - 11.10.2.2. Lined, cleaned and disinfected after being emptied or when visibly soiled.
 - 11.10.3. Trash receptacles in food service areas are covered at all times, except during food preparation and subsequent clean-up.
- 11.11. The Contractor shall ensure laundry rooms and bathrooms have non-porous floors.
- 11.12. The Contractor shall ensure sterile or clean supplies are stored in dust and

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moisture-free storage areas.

11.13. The Contractor shall immediately notify the Department of any event where:

11.13.1. Any water supply for the HHRTF fails to meet the acceptable levels identified in this section, or as required by the NH Department of Environmental Services; or

11.13.2. Any areas of the HHRTF require fixing and the cost of that repair or renovation exceeds \$1,000.

12. Mail, Parcel Delivery and Printing Services

12.1. The Contractor shall develop and implement patient mail protocols. The Contractor shall ensure:

12.1.1. Patient mail services are available for incoming and outgoing mail.

12.1.2. Protection of privacy and confidentiality in all handling of incoming and outgoing mail.

12.2. The Contractor shall ensure mailroom equipment is available and maintained to manufacturer's specifications to ensure no interruption of day-to-day business functions including, but not limited to:

12.2.1. Billing.

12.2.2. Collections.

12.2.3. Insurance notifications.

12.2.4. Referrals.

12.2.5. Other processes that need mail services to ensure effective delivery of services.

12.3. The Contractor shall ensure parcel delivery services are available as necessary, which may include, but are not limited to:

12.3.1. FedEx.

12.3.2. UPS.

12.3.3. United States Postal Services (USPS).

12.3.4. Other parcel delivery services as appropriate.

12.4. The Contractor shall utilize Department letterhead for all correspondence from the HHRTF.

12.5. The Contractor shall ensure the Department prior to use approves any updates to letterhead.

13. Security

13.1. Building Security

13.1.1. The Contractor shall collaborate with the State of New Hampshire Department of Safety and the Department to establish combined security of the HHRTF.

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- 13.1.2. The Contractor shall provide security personnel, 24 hours a day seven (7) days a week 365 days a year, who are trained in behavioral health and incident reduction for the purpose of monitoring and providing security internally at the HHRTF.
- 13.1.3. The Department shall be responsible for providing security for the external portions of the HHRTF, as well as conducting investigations into matters involving criminal or other unlawful activity that occurs at the HHRTF.
- 13.1.4. The Contractor shall ensure:
 - 13.1.4.1. Security of the physical plant includes issuance of security badges that clearly identify personnel and their positions.
 - 13.1.4.2. Management of newly hired and newly terminated staff identification badges and access to the building and rooms.
 - 13.1.4.3. Other physical plant security measures as required by TJC and CMS are met.
- 13.1.5. The Contractor shall establish policies relative to building access commensurate with staff need for access. The Contractor shall ensure:
 - 13.1.5.1. Policies relative to building access and security are submitted to the Department for review and approval.
 - 13.1.5.2. Staff are trained on building security policies and procedures.
- 13.1.6. Within six (6) months of the commencement of services, The Contractor shall install and operate video surveillance of the physical plant. The Contractor shall:
 - 13.1.6.1. Ensure surveillance of the pharmacy and medication rooms at all times;
 - 13.1.6.2. Ensure non-patient area surveillance is available to the Department at any time in real time;
 - 13.1.6.3. Ensure all data collected through video surveillance is stored on premises; and
 - 13.1.6.4. Agree data collected is owned by the Department and will not be viewed or accessed by any party unless approved by the Department.
 - 13.1.6.5. Immediately report any supply chain limitations that will delay the installation of the system to the Department and provide a written plan and timeline for installation.

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13.2. Monitoring/Security, Patient Observation

- 13.2.1. The Contractor shall ensure patient care areas are monitored by live feed in accordance with Patient Observation policies. The Contractor shall:
 - 13.2.1.1. Ensure camera placement in common areas can capture blind spots, patient movement and flow.
 - 13.2.1.2. Ensure camera placement is subtle and does not distract staff or individuals receiving care.
 - 13.2.1.3. Ensure patient areas are live feed only.
 - 13.2.1.4. Ensure surveillance and observation meet or exceed TJC and CMS standards.
- 13.2.2. The Contractor shall develop Patient Observation policies for Department review and approval.
- 13.2.3. The Contractor agrees that all data collected through video surveillance is stored on premises and is owned by the Department and will not be viewed or accessed by any party other than Contractor staff, as pre-approved by the Department.

13.3. Employee Badges/Access

- 13.3.1. The Contractor shall ensure all personnel wear identification in a safe but clear manner. The Contractor shall ensure:
 - 13.3.1.1. Lanyards have the ability to quickly release from around the neck.
 - 13.3.1.2. Clips with retractable string can be security attached to clothing.
- 13.3.2. The Contractor shall ensure the ability to produce badges that fit the HHRTF security system. The Contractor shall ensure:
 - 13.3.2.1. Staff have access only to those sections to which access is necessary.
 - 13.3.2.2. Badges are available and can be produced on premises.
 - 13.3.2.3. Policies and procedures are in place that address:
 - 13.3.2.3.1. Lost badges.
 - 13.3.2.3.2. Changes in access.
 - 13.3.2.3.3. New employees (temporary badges).
 - 13.3.2.3.4. Visitor badges.
 - 13.3.2.3.5. Volunteer badges.
 - 13.3.2.3.6. Other procedures as necessary that ensure the safety and security of

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individuals served and individuals providing services.

13.3.3. The Contractor shall ensure Department staff or contractors who work at the HHRTF have access to all areas of the HHRTF that are necessary for the Department staff or contractors to conduct business or perform the functions of their job.

13.3.4. The Contractor shall ensure Department staff permanently placed at the HHRTF have security badges commensurate with their job duties.

14. Facilities Functions

14.1. The Contractor shall complete all necessary furniture moves in and around the HHRTF premises in a manner that ensures the safety of staff and individuals receiving services. The Contractor shall ensure furniture moves:

14.1.1. Are scheduled during a time that is least disruptive to staff providing services.

14.1.2. Are completed by individuals who will have the least amount of contact with individuals receiving services.

14.2. The Contractor shall ensure regular waste removal services include by are not limited to:

14.2.1. Regular removal of daily waste.

14.2.2. Recycling services, as applicable to the HHRTF.

14.3. The Contractor shall ensure any subcontractors working on or around the premises of HHRTF complete the HHRTF Safety Orientation, which addresses safety and other requirements that include, but are not limited to:

14.3.1. Safety / Security

14.3.1.1. Keep positive control of all belongings including, but not limited to tools, keys and wiring.

14.3.1.2. Personal/ work vehicles are required to be locked with windows up at all times and never left running or unattended.

14.3.1.3. Alcohol, drugs and weapons are not allowed on the campus at any time.

14.3.1.4. Never allow anyone onto or off a secured unit unless an HHRTF employee identification is in view.

14.3.2. Patient Rights

14.3.2.1. Every individual has the right to confidentiality, guaranteed by law. On the off chance you recognize someone, please keep it to yourself.

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- 14.3.2.2. If you see something that concerns you, contact a staff member identified by an HHRTF identification badge.
- 14.3.3. Lending/Giving Away Personal Property
 - 14.3.3.1. At times, an individual may approach you. Be polite and continue work. If your work is continually interrupted, contact a staff member identified by an HHRTF identification badge.
 - 14.3.3.2. If an individual asks for anything, which may include but is not limited to money, cigarettes, candy or a ride, tactfully decline and refer them to an HHRTF staff member.
- 14.3.4. Emergency Codes
 - 14.3.4.1. The Contractor shall develop emergency codes and train all staff on the meaning of each code and the responsibility of the personnel when a certain code is called.
- 14.3.5. General
 - 14.3.5.1. The HHRTF is a Smoke Free Campus – Smoking is only allowed off-campus or in personal vehicles.
 - 14.3.5.2. Cameras and the taking of photos at the HHRTF is prohibited unless prior arrangements and permission is obtained by authorized personnel.
 - 14.3.5.3. All vendors must provide their own tools, equipment, and personal protective equipment.
 - 14.3.5.4. All vendors must understand the HHRTF permit requirements for all work being performed. Examples include but are not limited to:
 - 14.3.5.4.1. Above Ceiling Permit.
 - 14.3.5.4.2. Hot Work Permit.
 - 14.3.5.4.3. Confined Space Permit.
 - 14.3.5.4.4. Lock Out Tag Out program
- 14.3.6. Personal Protective Equipment (PPE)
 - 14.3.6.1. Vendors must know what PPE they will need for the job.
 - 14.3.6.2. Know where PPE must be removed and disposed.
 - 14.3.6.3. Contain construction waste in tightly covered containers before transport.
 - 14.3.6.4. Wet mop or vacuum area with HEPA filtered vacuum before leaving the work area.

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- 14.3.6.5. When working with dust or airborne particles the use of Industrial Respiratory Protection and outer clothing protection will prevent cross contamination.
- 14.3.6.6. Clothing and shoes must be free of dirt and dust before moving to other work areas in the hospital.
- 14.3.7. What to Do In Cases of Worker Injury
 - 14.3.7.1. If the vendor is injured while working at the HHRTF, the vendor must seek medical help and notify the HHRTF staff contact and your company supervisor.
 - 14.3.7.2. Staff should point out where the nearest eyewash stations and first aid kits are located.
 - 14.3.7.3. If an injury occurs, an Occurrence Form will need to be filled out by an HHRTF staff. Provide as much detail on the event.
 - 14.3.7.4. Vendors should not work if they have experienced vomiting, diarrhea, or fever in the past 24 hours.
 - 14.3.7.5. Contact Infection Prevention for any questions or concerns.
- 14.3.8. Handwashing with Soap and Water
 - 14.3.8.1. Know where hand hygiene stations are located.
 - 14.3.8.2. Know where you will be using the bathroom.
 - 14.3.8.3. Wash hands before and after using the bathroom.
 - 14.3.8.4. Wash hands after completing work.
 - 14.3.8.5. Wash hands before and after eating.
 - 14.3.8.6. Wash hands when hands are soiled.
 - 14.3.8.7. Wash hands before/after removing gloves.
- 14.3.9. Vaccination Program
 - 14.3.9.1. CDC recommends all hospital employees, including contractors, receive an annual flu vaccination.
 - 14.3.9.2. All vendors should sign a risk and benefit review regarding influenza vaccination to disclose their immunization status.
 - 14.3.9.3. Vendors are offered the influenza immunization through the HHRTF.
- 14.3.10. PCRA/ICRA Need
 - 14.3.10.1. If the work task or construction activities performed creates any disruption that may cause a change in care treatment or services to an individual, a

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Preconstruction/Infection Control Risk Assessment (PCRA/ICRA) may be needed. Contact Facilities, Safety, and/or Infection Prevention.

15. Supply Chain Functions

- 15.1. The Contractor shall be responsible for supply chain functions that include, but are not limited to:
 - 15.1.1. Procurement of:
 - 15.1.1.1. All consumable items, including but not limited to, medical supplies, paper products, cleaning supplies, light bulbs and office supplies.
 - 15.1.1.2. Any re-usable item valued at less than \$250 per unit.
 - 15.1.2. Inventory management in accordance with TJC and Centers for Medicare and Medicaid (CMS) standards.
- 15.2. The Contractor shall dispose of expired supplies on the day of expiration, unless otherwise approved by the Chief Executive Officer. The Contractor shall:
 - 15.2.1. Provide logistics and distribution of supplies, including management and resupply of unit-based inventory.
 - 15.2.2. Provide general equipment and asset management.
- 15.3. The Contractor shall oversee medical equipment and clinical-oriented furnishings throughout the building, ensuring effective and appropriate use of equipment and furnishings.
- 15.4. The Contractor shall ensure a 10-month supply of PPE inventory is on-hand at all times, subject to documented and reported supply chain limitations. The Contractor shall ensure burn rates for PPE are calculated:
 - 15.4.1. On a per-item basis by using the current inventory on-hand and dividing it by the anticipated consumption rate of two inpatient units at the HHRTF if they were on full-precaution status for a period of 10 months, subject to documented and reported supply chain limitations.
 - 15.4.2. Unit-wide PPE use for a period of ten (10) months, subject to documented and reported supply chain limitations.
- 15.5. The Contractor shall provide and manage supply chain functions in accordance with best practices, evidenced based systems and regulatory guidance relative to supply chain functions. The Contractor shall:
 - 15.5.1. Ensure safety data sheets for all cleaning products that come into the building are easily accessible to staff and/or individuals, upon request.
 - 15.5.2. Ensure appropriate labeling of all products taken out of their original packaging with the expiration dates.

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- 15.5.3. Manage a just-in-time inventory and utilize first in, first out (FIFO) inventory management principles.
- 15.6. The Contractor shall establish a continuity of operations (COOP) plan for all Supply Chain functions.
- 15.7. The Contractor shall establish a value-analysis procurement program at the HHRTF, ensuring new products are thoroughly vetted by clinical users prior to implementation.
- 15.8. The Contractor shall supply all printers, paper and office supplies necessary for daily business functions.
- 15.9. The Contractor agrees that any equipment and/or supplies purchased through this Agreement remain on premises and become the property of the State upon the contract completion date.

16. Equipment

- 16.1. The Contractor shall utilize equipment and property currently located at the HHRTF.
- 16.2. The Contractor shall ensure Asset Management of all items inventoried with State identification tags. The Contractor shall:
 - 16.2.1. Confirm existing State assets are on premises.
 - 16.2.2. Collaborate with the Department regarding any existing State asset that may not be in working order or may need to be dispositioned by the Department.
- 16.3. The Contractor shall notify and request approval from the Department for any asset purchase in excess of \$250. The Contractor shall:
 - 16.3.1. Collaborate with the Department to complete any necessary forms for the purchase;
 - 16.3.2. Purchase the equipment as instructed by the Department;
 - 16.3.3. Place a State identification tag on the purchased equipment in a manner that is clearly visible but does not impede the use of the equipment.
 - 16.3.4. Add the inventory identification number to the asset list maintained by the Contractor.
 - 16.3.5. Notify the Department of:
 - 16.3.5.1. The purchase date;
 - 16.3.5.2. Make;
 - 16.3.5.3. Model;
 - 16.3.5.4. Serial number;
 - 16.3.5.5. Dollar amount for purchase price; and
 - 16.3.5.6. Book value, if applicable.

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- 16.4. The Contractor shall notify the Department immediately of any asset with a State identification tag that need to be placed 'out of service.' The Contractor shall ensure:
 - 16.4.1. The Department is notified upon an asset being placed out of service; and
 - 16.4.2. Collaborate with the Department relative to dispositioning the out of service asset.
- 16.5. The Contractor shall conduct an annual inventory of all assets that have a State identification tag. The Contractor shall:
 - 16.5.1. Compare assets against the list provided by the Department;
 - 16.5.2. Add any assets to the list that are missing from the Department's list.
 - 16.5.3. Provide an affidavit of disposition, as instructed by the Department, relative to any asset that is on the Department's list but not found on premises.
- 16.6. The Department will be responsible for any repair or replacement of physical plant equipment or property due to normal wear, usage, or age of physical plant equipment or property over \$1,000 per item or system.
- 16.7. The Contractor shall be responsible for preventative and routine maintenance activities, repairs, or replacements of equipment or property due to negligence on behalf of the Contractor.
- 16.8. The Contractor shall be responsible for any additional equipment and property necessary to perform services identified in this Agreement, including but limited to, medical equipment, computers, telephones, copier and fax machines, supplies, and necessary office supplies.
- 16.9. The Contractor shall complete an inventory of all medical equipment, computers, telephones, copier and fax machines, supplies and office supplies no later than 30 days from the contract Effective Date, and updated every six (6) months thereafter.
- 16.10. Upon termination of this Contract, all equipment and property purchased or paid for with State or Federal Funds available through this Agreement to operate and maintain the facility shall remain the property of the Department.

17. Information Technology

- 17.1. The Contractor will create an inventory of all of the components currently in place and maintain and operate each component, as specified below, accordingly.
- 17.2. The Contractor shall ensure all equipment is configured and managed in compliance with all requirements specified in Exhibit K.
- 17.3. The Contractor shall ensure all equipment is replaced according to each

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individual lifecycle replacement requirement.

- 17.4. The Contractor shall endeavor to ensure that all equipment replaced adheres to the State of New Hampshire Department of Information Technology approved list of products. However, the Contractor shall have discretion and flexibility with replacements so long as it is in line with commercial reasonableness and agreed to by the State of New Hampshire.
- 17.5. The Contractor shall endeavor to ensure that all technology and maintenance and support agreements are transferable and will be transferred to the State, or other designee approved by the State. Notwithstanding the foregoing, the Department understands and acknowledges that the transfer of software licenses may be more difficult to effectuate and outside the sole control of the Contractor. The Contractor shall include language within all of its subcontracts for licensing, and configuration to ensure the subcontractors are aware of the requirement for transferability. Alternatively, the transfer of hardware licenses do not present similar challenges and obstacles. The Contractor shall, upon termination of the contract, ensure all technology and maintenance and support agreements are transferred to the State, or its designee, including but not limited to:
 - 17.5.1. Licenses.
 - 17.5.2. Software.
 - 17.5.3. Hardware.
 - 17.5.4. Sub-contracted services.
 - 17.5.5. All equipment that is inventoried and replaced.
 - 17.5.6. All maintenance and support agreements.
- 17.6. Computer Hardware
 - 17.6.1. The Contractor shall ensure that a Lifecycle Management plan is in place to replace all equipment older than four (4) years and continues to maintain equipment no older than four (4) years.
 - 17.6.2. The Contractor shall ensure reports relative to Lifecycle Management are available to the Department upon request.
- 17.7. Telephone Systems
 - 17.7.1. The Contractor shall ensure the Lifecycle Plan for the telephone system is no older than 15 years, and shall replace the equipment when it fails or when the technology is no longer supported.
 - 17.7.2. The Contractor shall maintain and operate existing solutions, including but not limited cellular telephone services.
 - 17.7.3. The Contractor shall ensure any replacement solutions include:
 - 17.7.3.1. Training;

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17.7.3.2. Documentation; and

17.7.3.3. Reporting.

17.7.4. The Contractor shall identify and implement an upgrade of the telephone system to support Voice-over-Internet Protocol (VoIP) and integration of telephone systems between State of New Hampshire and the HHRTF.

17.7.5. The Contractor shall implement point-to-point communication solutions to enhance point of care functionality by implementing an emergency contact platform that is integrated with a shared address book across email, telephones and the emergency contact platform.

17.7.6. The Contractor shall replace any equipment that is failing or older than what is allowable or defined in the Lifecycle Plan.

17.8. Fax Lines

17.8.1. The Contractor shall ensure the Lifecycle Plan for fax lines is no older than 10 years, and shall replace the equipment when non-functioning or when the technology is no longer supported.

17.8.2. The Contractor shall maintain and operate existing solutions.

17.8.3. The Contractor shall ensure any replacement solutions include:

17.8.3.1. Training;

17.8.3.2. Documentation;

17.8.3.3. Reporting; and

17.8.3.4. Support at the direction and approval from the Department's project manager or leadership.

17.9. Network Equipment

17.9.1. The Contractor shall ensure all Layer 2, Distribution and Core Switching Equipment follows a Lifecycle Plan of 10 years or shorter and leverage Cisco as the standard vendor.

17.9.2. The Contractor shall ensure all firewall and edge routes have a Lifecycle Plan of four (4) years or shorter.

17.9.3. The Contractor shall ensure all replacements are approved by the State of New Hampshire.

17.9.4. The Contractor shall maintain a redundant network to ensure 99.99% uptime, not including scheduled maintenance windows.

17.9.5. The Contractor shall ensure all network equipment is managed equipment in order to ensure:

17.9.5.1. The ability to adjust configurations at each port on the switch;

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- 17.9.5.2. Network monitoring;
- 17.9.5.3. Network segmentation for security and administrative control; and
- 17.9.5.4. Remote access capabilities.
- 17.9.6. The Contractor shall be responsible for all networking:
 - 17.9.6.1. Equipment security;
 - 17.9.6.2. Sustainability;
 - 17.9.6.3. Scalability;
 - 17.9.6.4. Capacity management;
 - 17.9.6.5. Support; and
 - 17.9.6.6. Maintenance.
- 17.9.7. Wide Area Network (WAN)
 - 17.9.7.1. The Contractor shall identify current bandwidth; determine expansion needs; and implement the expansion to support additional service needs.
 - 17.9.7.2. The Contractor shall create a roadmap and plan to implement multiple WAN connections for failover capacity to reduce downtime and support web-based applications.
 - 17.9.7.3. The Contractor shall ensure any upgrades to WAN connections include future requirements for bandwidth utilization by existing and planned technology solutions.
 - 17.9.7.4. The Contractor shall ensure all permits, cable pulling and power are designed, submitted and approved by the State for implementation.
- 17.10. The Contractor shall work with the Department and the SoNH DoIT to create a secure solution for Department staff to access both systems simultaneously. The Contractor agrees:
 - 17.10.1. Simultaneous access will be accomplished in conjunction with SoNH DoIT to configure a connection.
 - 17.10.2. The connection is to allow SoNH employees to simultaneously and securely access both the SoNH network and the HHRTF network.
 - 17.10.3. The purpose of the simultaneous access for systems and reporting needs.

18. Information Systems

- 18.1. The Contractor shall endeavor to ensure all technology and maintenance

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and support agreements are transferable and will be transferred to the State, or other designee approved by the State. Notwithstanding the foregoing, the Department understands and acknowledges that the transfer of software licenses may be more difficult to effectuate and outside the sole control of the Contractor. The Contractor shall include language within all of its subcontracts for licensing, and configuration to ensure the subcontractors are aware of the requirement for transferability. Alternatively, the transfer of hardware licenses do not present similar challenges and obstacles. The Contractor shall, upon termination of the contract, ensure all technology and maintenance and support agreements are transferred to the State, or its designee, including but not limited to:

- 18.1.1. Licenses.
- 18.1.2. Software.
- 18.1.3. Hardware.
- 18.1.4. Sub-contracted services.
- 18.1.5. All equipment that is inventoried and replaced.
- 18.1.6. All maintenance and support agreements.

18.2. Applications

- 18.2.1. The Contractor shall ensure any application implemented during the term of the Agreement to maintain and operate technology components, including the EHR/EMR, admission, discharge and transfer solution has a transferable license and contract for the Department to continue utilizing and supporting the system.
- 18.2.2. The Contractor agrees that all data and reports associated with all technology and applications are owned by the Department and will either:
 - 18.2.2.1. Be transferred to the Department for continued maintenance and operations at the end of the contract period; or
 - 18.2.2.2. Where not applicable and agreed to be exported in SQL, CSV format for use by the Department
- 18.2.3. The Contractor shall ensure HHRTF staff are utilizing the planned Netsmart admission, discharge and transfer solution in accordance with State provided training, access and administration. The Contractor shall develop an appropriate process for data transfer between Netsmart and the planned EHR/EMR.
- 18.2.4. The Contractor shall engage professional services to extract data and publish necessary reports associated with billing, admission, discharge and transfers.

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18.2.5. The Contractor shall utilize the planned statewide closed loop referral system, which is scheduled for implementation during late 2022 or early 2023. The Contractor shall:

18.2.5.1. Allocate staff to be trained on the closed loop referral system.

18.2.5.2. Utilize the closed loop referral system for all referrals for services unless:

18.2.5.2.1. Individual consent is not obtained; or

18.2.5.2.2. The referring provider is not registered on the closed loop referral network.

18.3. Operating Systems

18.3.1. The Contractor shall maintain a current version of the operating system minus 1 based on software manufacturer's published support roadmap (Annually).

18.3.2. The Contractor shall ensure all critical patches are maintained at a minimum monthly with the exception of 0 day vulnerabilities where vulnerabilities would be patched and tested immediately upon receipt.

18.4. Inventory Software

18.4.1. The Contractor shall provide an inventory of all software utilized to deliver services in this Agreement no later than 90 days from the contract Effective Date, and update the report every six (6) months.

18.4.2. The Contractor shall provide a current software catalog to the Department that is based on the inventory identified above no later than 90 days from the contract Effective Date, and updated the catalog every six (6) months.

19. Exhibits Incorporated

19.1. 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.

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

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

20. Reporting Requirements

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20.1. Psychiatric and Medical Provider Services

- 20.1.1. On a quarterly basis, or as otherwise more frequently required by the United States Department of Health and Human Services regulations and/or the Department, the Contractor shall submit a written report, in a form specified by the Department, to the Department documenting the services provided by the Contractor's staff with sufficient detail to satisfy the reporting requirements of Medicare, Medicaid, and other third-party entities.
- 20.1.2. The Contractor shall report the number of admissions by diagnosis type during the quarterly reporting period and number of requested admissions that were denied admission by denial reason.
- 20.1.3. In addition to other reports as agreed to by the Department and the Contractor, the Contractor shall submit a written report on an annual basis to the Department that describes the services rendered by the clinical staff, as well as the Contractor's performance pursuant to the requirements of the contract during the preceding contract year.
- 20.1.4. The Contractor shall submit a yearly report to the Department detailing quality improvement activities conducted by the Contractor, which includes:
 - 20.1.4.1. The type of methodology utilized in performing quality improvement activities including but not limited to:
 - 20.1.4.1.1. Plan-Do-Study-Act (PDSA) cycles;
 - 20.1.4.1.2. Define-Measure-Analyze-Improve-and-Control (DMAIC) quality improvement strategy; or
 - 20.1.4.1.3. Other nationally recognized quality improvement methodology;
 - 20.1.4.2. Baseline data utilized for the quality improvement activities and outcome data resulting from the quality improvement activities; and
 - 20.1.4.3. Other specific quality improvement activities, as determined by the Department, based on Contractor performance in fulfilling requirements of this Agreement.
- 20.1.5. In addition to other reports as agreed to by the Department and the Contractor, the Contractor shall submit a written report on an annual basis to the Department that describes the services provided by the General Medical Director and clinical staff, as well as the Contractor's performance pursuant to the resulting contract during the preceding contract year.

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- 20.1.6. The Contractor shall ensure the Chief Medical Officer oversees root cause analyses for reasons that result in repeated readmissions of individuals within a 12-month timeframe and submit a report to the Department outlining the Contractor's efforts to reduce potentially avoidable readmissions and any systemic observations that may lead to reduced readmissions.
- 20.1.7. The Contractor shall provide monthly staff reports to the Department to sufficiently document actual staffing levels and services rendered. Monthly staff reports shall include the following:
 - 20.1.7.1. Monthly staffing schedule;
 - 20.1.7.2. FTE by position in accordance with the resulting contract(s);
 - 20.1.7.3. Actual FTE worked within the monthly reporting period by clinical position; and
 - 20.1.7.4. Actual FTE allocated to sick time, leave time, or any other non-clinical time within the monthly reporting period by clinical position.

20.2. Behavioral Health Therapy Services

- 20.2.1. The Contractor shall submit quarterly reports that include the type and number of behavioral health therapy services provided to individuals receiving services at the HHRTF. The Contractor shall ensure reports include, but are not limited to:
 - 20.2.1.1. Monthly staffing schedules.
 - 20.2.1.2. Actual FTE worked by type of therapist.
 - 20.2.1.3. Number of 30 minute units of each type of therapy provided per month.

- 20.3. The Contractor shall collaborate with the Department to produce necessary reports on hospital specific data finance from contractor owned technology.
- 20.4. The Contractor shall collaborate with the Department to produce necessary reports and information to the legislature or its committees, the Governor and Council, and any other public body as necessary for the continued operation of the HHRTF.

21. Performance Measures

- 21.1. The Department will monitor Contractor performance by reviewing required reporting requirements and by other qualitative metrics.
- 21.2. 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.
- 21.3. The Contractor may be required to provide other key data and metrics to

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the Department, including client-level demographic, performance, and service data.

- 21.4. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.
- 21.5. The Department will designate a representative to review and monitor quantitative metrics supplied by the Contractor to the Department and will perform qualitative reviews of the services performed by the Contractor in the areas of quality reviews and contract adherence.
- 21.6. The Contractor shall report the following metrics and/or rates each quarter:
 - 21.6.1. Percentage of initial psychiatric evaluations completed within 24 hours after receiving requests for evaluation.
 - 21.6.2. Percentage of treatment plans are filed in individual charts within 24 hours of the individual's admission for hospital level of care admissions and within 14 day for PRTF level of care admissions.
 - 21.6.3. Seclusion rate, as defined by number of seclusions per 1,000 patient days over a three (3) month period.
 - 21.6.4. Restraint rate, as defined by number of restraints per 1,000 patient days over a three (3) month period.
 - 21.6.5. Percentage of hospital patients discharged who were referred for a residential treatment facility who were referred for a NH CAT Assessment prior to discharge.
 - 21.6.6. Percentage of PRTF patients discharged who were referred for a NH CAT assessment prior to discharge.
 - 21.6.7. Percentage of hospital patients discharged to a residential treatment facility who were referred to the New Hampshire Bureau for Children's Behavioral Health for TR-ECC.
 - 21.6.8. Percentage of PRTF patients discharged to a residential treatment facility who were referred to the New Hampshire Bureau for Children's Behavioral Health for TR-ECC.
 - 21.6.9. Percentage of patients who had a re-admission to the HHRTF occurring after a prior admission that occurred within 30 days, 60 days, 90 days, and 1 (one) year after the initial or previous admission.
 - 21.6.10. Percentage of patients admitted to the HHRTF who had follow-up care coordination activities conducted by the Contractor after the patient was discharged from the HHRTF.

22. Additional Terms

22.1. Impacts Resulting from Court Orders or Legislative Changes

- 22.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services

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described herein, the Contractor and the State shall engage in good faith efforts to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

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

22.2.1. 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.

22.3. Communications, Credits, and Copyright Ownership

22.3.1. 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."

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

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

- 22.3.3.1. Brochures.
- 22.3.3.2. Resource directories.
- 22.3.3.3. Protocols or guidelines.
- 22.3.3.4. Posters.
- 22.3.3.5. Reports.

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

22.3.5. The Contractor shall coordinate with and receive prior Department approval before issuing any written communication to the public, legislature, or media or responding to public inquiries concerning the operations of Hampstead Hospital.

22.4. Operation of Facilities: Compliance with Laws and Regulations

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22.4.1. 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.

22.5. Eligibility Determinations

22.5.1. 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.

22.5.2. 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.

22.5.3. 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.

22.5.4. 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.

23. Records

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

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- 23.1.1. 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.
 - 23.1.2. 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.
 - 23.1.3. 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.
 - 23.1.4. Medical records on each individual receiving services.
- 23.2. 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.

24. Premises and Other Responsibilities of the Department

- 24.1. The Department shall complete monthly inspections of the premises, including documentation of said inspections and subsequent work activities consistent with TJC and CMS requirements and review and prioritize the Maintenance Checklist developed by the Contractor's Liaison.
- 24.2. The Department shall conduct scheduled preventative maintenance inspections and repairs for all equipment on the premises to include, HVAC systems, drains, and backflow preventers.

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- 24.3. The Department shall replace, as needed, equipment to include, HVAC systems, sump pumps, plumbing fixtures, drains, and backflow preventers.
- 24.4. The Department shall be responsible for sewer repairs necessary due to normal use, unless otherwise specified in Section 25.
- 24.5. The Department shall maintain all electrical wiring and related hard-wired lighting, receptacles and panel board fixtures.
- 24.6. The Department, in collaboration with the Contractor, shall provide routine building maintenance during normal business hours, Monday through Friday, 7:00 AM - 3:00 PM and ensure response to emergency issues after hours and weekends. Routine maintenance is defined as normal wear and tear of the building structure, envelope, systems, hardware, and fixed assets (not including kitchen appliances) and does not include damage resulting in abuse or neglect by the contractor or its agents, consumers, and visitors.
- 24.7. The Department shall respond immediately to emergency maintenance requests that threaten the health and safety of consumers, staff, and property as needed, 24/7.
- 24.8. The Department shall provide manufacturers' recommended maintenance and testing of the generator, and written documentation of the test and results.
- 24.9. The Department shall conduct fire drills in accordance with applicable compliance regulations and provide the Contractor with written documentation of the test and results.
- 24.10. The Department shall maintain locks and replace lost or damaged keys.
- 24.11. The Department shall provide ground maintenance, defined as lawn mowing, trimming of trees, bushes and shrubs and plowing of main road leading to the building.
- 24.12. The Department shall provide transcribing and dictation services, as deemed necessary.
- 24.13. The Department shall be responsible and pay all utilities (including Natural Gas, Water/Sewer, Electric, and Waste Disposal).
- 24.14. The Department shall be responsible for external maintenance, repair, and replacement of landscaping features and/or decorations.
- 24.15. The Department shall maintain and inspect all fire protection related equipment in accordance with applicable local, state, and federal regulations, and provide the written documentation of the test and results with the Department's Director of Facilities.
- 24.16. The Department shall conduct sprinkler inspections in accordance with applicable local, state, and federal regulations, and provide the written documentation of the test and results with the Department's Director of Facilities.

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- 24.17. The Department shall complete snow removal and de-icing of steps and walkways adjacent to the building.
- 24.18. The Department shall ensure all buildings are free of pests and pay for pest extermination services if needed.
- 24.19. The Department shall be responsible for any building improvements and/or expenditures in excess of \$1,000.

25. Premises Responsibilities of the Contractor

- 25.1. The Contractor shall protect, repair and maintain the premises in good order and condition and shall exercise due diligence in protecting the premises against damage or destruction by fire, vandalism, theft or other causes.
- 25.2. The Contractor shall assign a Liaison and backup to develop a Maintenance Checklist for routine repairs and/or maintenance needed. The Maintenance Checklist will be available for the Department to review and prioritize during monthly inspections conducted by the Department's Facilities Office. Liaisons will be the only persons who shall contact the Department's Facilities.
- 25.3. The Contractor shall designate a liaison to be responsible for all keys, to include distribution, tracking, and communication with the Department's Facilities Office for lock repair or key replacement;
- 25.4. The Contractor shall be responsible for all housekeeping and/or sanitation and routine household tasks, such as, moving of furniture, changing light bulbs, and minor plumbing repairs, such as, toilet unclogging.
- 25.5. The Contractor shall be responsible for window air conditioners maintenance, repairs, and replacement, subject to the limitations provided in Subsection 25.9.
- 25.6. The Contractor shall maintain, repair, and replace household appliances, such as, dishwashers, washer and dryer, and stoves, subject to the limitations provided in Subsection 25.9.
- 25.7. The Contractor shall be responsible for ensuring any landscaping features needing attention are identified and placed on the monthly list, unless the landscaping feature may cause risk to the safety of individuals, visitors, or employees, in which case the Contractor shall notify the Department within 24 hours of discovering the issue.
- 25.8. The Contractor shall conduct monthly fire extinguisher inspections and testing of egress lighting. Maintain and/or or replace the extinguishers annually as necessary in accordance with CMS regulations and the State Fire Marshall's Office requirements.
- 25.9. The Contractor shall properly maintain all equipment and pay for any equipment needing replacement or repair that is valued below \$1,000.
- 25.10. The Contractor shall use the Department's Information Technology (IT) cables only as approved by the Department of Information Technology.

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- 25.11. The Contractor shall purchase, supply, launder, and manage all linens (sheets, pillowcases, bath towels, and face cloths).
- 25.12. The Contractor shall dispose of recycling materials.
- 25.13. The Contractor shall be responsible for any damage due to occupancy, or leasehold improvements, including interior painting and floor covering repair or replacement.
- 25.14. The Contractor shall obtain Department approval for any building improvements and/or expenditures in excess of \$250 as specified in Exhibit C, Payment Terms.
- 25.15. The Contractor shall be responsible for any building improvements and/or expenditures up to and including \$1,000, as specified in Exhibit C, Payment Terms.

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EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 26% Federal funds - American Rescue Plan Act.
 - 1.2. 6% General funds.
 - 1.3. 68% Other funds.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Contractor, in accordance with 2 CFR 200.331.
 - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. The Contractor shall provide the Department a detailed personnel listing for all staff performing services on an annual basis for each State Fiscal Year, or more frequently as required by the Department, to ensure the accuracy of information contained therein and proper cost allocation. The Contractor shall ensure the listings:
 - 3.1. Include information that includes, but is not limited to:
 - 3.1.1. Staff names.
 - 3.1.2. Staff titles.
 - 3.1.3. Personnel costs inclusive of salary costs, fringe benefit costs, and indirect rates.
 - 3.2. Are in a format as determined and approved by the Department.
4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement in accordance with the approved budget line items in Exhibit C-1, Startup Budget through Exhibit C-4, SFY 2024 Budget.
5. The Contractor shall reduce invoices by the appropriate amount in the event a Contractor Personnel position becomes vacant, and is not immediately filled. The Contractor may use temporary staffing to fill a Contractor Personnel position until a permanent staff member is identified. The Contractor shall ensure all providers and/or clinical staff are:
 - 5.1. Fully credentialed for their positions; and
 - 5.2. Enrolled with insurance carriers prior to beginning work.
6. The Contractor shall submit individual invoices for startup costs, operational costs, and staffing costs in forms satisfactory to the Department by the twentieth (20th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month, with the exception of June invoices, which shall be submitted by the tenth (10th) day of the following month. The Contractor shall ensure:

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EXHIBIT C

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- 6.1. Startup Cost Invoices include, but are not limited to:
 - 6.1.1. Identification of allowable costs incurred in the previous month for startup purposes.
 - 6.1.2. Supporting documentation of allowable costs with each invoice that may include, but is not limited to:
 - 6.1.2.1. Receipts for purchase.
 - 6.1.2.2. Proof of expenditures, as applicable.
 - 6.2. Operational Cost Invoices include, but are not limited to:
 - 6.2.1. Identification of allowable costs incurred in the previous month.
 - 6.2.2. Supporting documentation of allowable costs with each invoice that may include but is not limited to:
 - 6.2.2.1. Receipts for purchase.
 - 6.2.2.2. Proof of expenditures, as applicable.
 - 6.3. Staffing Cost Invoices include, but are not limited to:
 - 6.3.1. Staff Position.
 - 6.3.2. Hourly Rates by Staff Position.
 - 6.3.3. Number of Hours Worked.
 - 6.3.4. Number of Overtime Hours Worked.
 - 6.3.5. Vacation Days Paid.
 - 6.3.6. Days Off With and/or Without Pay.
 - 6.3.7. Payroll Detail Report that includes, but is not limited to, a list of new staff, recently terminated staff and current staff.
 - 7. The Contractor shall ensure each invoice is completed, dated and returned to the Department in order to initiate payment. The Contractor shall ensure each invoice:
 - 7.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 7.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 7.3. Is assigned an electronic signature, includes supporting documentation, and is emailed to HampsteadFinance@dhhs.nh.gov or mailed to:
Financial Manager
Hampstead Hospital and Residential Treatment Facility

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EXHIBIT C

218 East Road
Hampstead, NH 03841

8. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
9. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
10. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
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.
 - 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 melissa.s.morin@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.
 - 11.2.2. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

ds
JB

**New Hampshire Department of Health and Human Services
Operation and Management of Hampstead Hospital and
Residential Treatment Facility**

EXHIBIT C

- 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. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
 - 11.5. 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.
12. Assets/Equipment/Inventory
- 12.1. The Contractor shall ensure assets and equipment are:
 - 12.1.1. Tagged in accordance with Exhibit B, Scope of Services;
 - 12.1.2. Inventoried in accordance with Exhibit B, Scope of Services; and
 - 12.1.3. Dispositioned, as necessary, in accordance with Exhibit B, Scope of Services.
 - 12.2. The Contractor agrees that the Department shall own any asset purchased by the Contractor in excess of \$250.

New Hampshire Department of Health and Human Services	
<i>Complete one budget form for each budget period.</i>	
<i>Operations & Management of Hampstead Hospital & Residential Treatment Facility</i>	
Budget Request for: <u>Treatment Facility</u>	
Budget Period <u>SFY 2022</u>	
Line Item	Program Cost - Funded by DHHS
1. Program Transition Management (Labor & Consultants)	\$100,218
2. Travel & Related Expenses for Transition Staff & Training	\$399,884
3. IT Equipment, Installation & Implementation	\$349,928
4. Recruitment & Job Fairs for New Hires	\$176,205
5. E.H.R. Implementation (SFY2023)	\$987,000
TOTAL	\$2,013,235

New Hampshire Department of Health and Human Services Complete one budget form for each budget period. Operations & Management of Hampstead Hospital & Residential Treatment Facility Budget Request for: Budget Period SFY 2022	
Line Item	Program Cost - Funded by DHHS
1. Full-Time Wages	\$1,635,925
2. Leadership Salaries	\$0
3. Overtime	\$30,278
4. Holiday Pay	\$66,967
5. Benefits	\$371,111
6. Current Expenses - Consumable Supplies	
6.(a) Supplies - Pharmacy	\$20,057
6.(b) Supplies - Medical	\$4,314
6.(c) Supplies Office	\$9,777
6.(d) Other (Specify)	\$0
7. Equipment New/Replacement	\$0
8. Food & Nutrition Program Costs	\$69,059
9. Rents - Leases	
9.(a) Pharmacy Dispensing Machines	\$0
9.(b) Printer Rental	\$0
9.(c) Other Rentals/Leases (Office/other general equipment)	\$2,401
10. Technology - Hardware	
10(a). Computers.	\$0
10(b). Servers	\$0
10(c). Other (Specify)	\$0
11. Software Licenses	\$24,658
12. Facilities Costs (Maintainance for Bldgs & Grnds, equipment repair)	\$72,796
13. Contracts for Program Services	
13.(a) Hazardous Waste	\$2,243
13.(b) DSH Consultants	\$0
13.(c) Other	\$13,202
14. OTHER	
14.(a) Other - Marketing/Communications	\$0
14.(b) Other - Education and Training	\$3,113
14.(c) Other - Other (Worker's Comp, Program Supplies, Accreditation, Consultant fees)	\$57,892
Total Direct Costs	\$2,383,792
<i>Administrative Fee (Indirect Cost)</i>	<i>\$264,866</i>
TOTAL	\$2,648,658

New Hampshire Department of Health and Human Services	
<i>Complete one budget form for each budget period.</i>	
<i>Operations & Management of Hampstead Hospital & Residential Treatment Facility</i>	
Budget Request for: _____	
Budget Period <u>SFY 2023</u>	
Line Item	Program Cost - Funded by DHHS
1. Full-Time Wages	\$14,300,845
2. Leadership Salaries	\$0
3. Overtime	\$548,757
4. Holiday Pay	\$586,495
5. Benefits	\$3,229,676
6. Current Expenses - Consumable Supplies	
6.(a) Supplies - Pharmacy	\$222,462
6.(b) Supplies - Medical	\$47,851
6.(c) Supplies Office	\$79,300
6.(d) Other (Specify)	\$0
7. Equipment New/Replacement	\$0
8. Food & Nutrition Program Costs	\$861,158
9. Rents - Leases	
9.(a) Pharmacy Dispensing Machines	\$0
9.(b) Printer Rental	\$0
9.(c) Other Rentals/Leases (Office/other general equipment)	\$19,473
10. Technology - Hardware	
10(a). Computers.	\$0
10(b). Servers	\$0
10 (c). Other (Specify)	\$0
11. Software Licenses	\$200,000
12. Facilities Costs (Maintainance for Bldgs & Grnds, equipment repair)	\$590,453
13. Contracts for Program Services	
13.(a) Hazardous Waste	\$18,192
13.(b) DSH Consultants	\$0
13.(c) Other	\$152,918
14. OTHER	
14.(a) Other - Marketing/Communications	\$0
14.(b) Other - Education and Training	\$25,248
14.(c) Other - Other (Worker's Comp, Program Supplies, Accreditation, Consultant fees)	\$473,096
Total Direct Costs	\$21,355,922
<i>Administrative Fee (Indirect Cost)</i>	<i>\$2,372,880</i>
TOTAL	\$23,728,802



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

Vendor Initials JB
Date 4/14/2022



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.

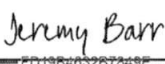
Place of Performance (street address, city, county, state, zip code) (list each location)

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

Vendor Name:

4/14/2022

Date

DocuSigned by:

 Name: Jeremy Barr
 Title: Division President

Vendor Initials 
 Date 4/14/2022



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:

4/14/2022

Date

DocuSigned by:

Jeremy Barr

Name: Jeremy Barr

Title: Division President

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JB

Vendor Initials

4/14/2022
Date



New Hampshire Department of Health and Human Services
Exhibit F

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

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

INSTRUCTIONS FOR CERTIFICATION

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

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New Hampshire Department of Health and Human Services
Exhibit F

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

4/14/2022
Date

DocuSigned by:
Jeremy Barr
Name: Jeremy Barr
Title: Division President

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JB



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
JB

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:

4/14/2022

Date

DocuSigned by:

Jeremy Barr

Name: Jeremy Barr

Title: Division President

Exhibit G

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

Contractor Initials DS
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New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

4/14/2022

Date

DocuSigned by:

Jeremy Barr

Name: Jeremy Barr

Title: Division President



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.



New Hampshire Department of Health and Human Services

Exhibit I

- I. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.103.
- m. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. “Unsecured Protected Health Information” means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



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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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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 Associate possesses

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JB

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Date



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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 JB

Date 4/14/2022



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

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

Department of Health and Human Services

wellpath Recovery Solutions, LLC

The State
DocuSigned by:

Name of the Contractor
DocuSigned by:

Signature of Authorized Representative

Signature of Authorized Representative

Morissa Henn

Jeremy Barr

Name of Authorized Representative

Name of Authorized Representative

Morissa Henn, Associate Commissioner

Division President

Title of Authorized Representative

Title of Authorized Representative

4/14/2022

4/14/2022

Date

Date



New Hampshire Department of Health and Human Services
Exhibit J

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

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

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

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

4/14/2022

Date

DocuSigned by:

Jeremy Barr

Name: Jeremy Barr

Title: Division President

DS
JB

Contractor Initials

4/14/2022

Date



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 DUNS number for your entity is: 078747120

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: _____

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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DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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DHHS Information Security Requirements



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

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

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

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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that WELLPATH RECOVERY SOLUTIONS, LLC is a Florida Limited Liability Company registered to transact business in New Hampshire on August 27, 2021. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **879549**

Certificate Number: **0005757718**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of April A.D. 2022.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Stefan Cange, hereby certify that:

1. I am a duly elected Officer of Wellpath Recovery Solutions, LLC.
2. The following is a true copy of a vote taken at a meeting of the sole member, duly called and held on April 13, 2022, at which a quorum of the members were present and voting.

VOTED: That Jeremy Barr, Division President, is duly authorized on behalf of Wellpath Recovery Solutions, LLC to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: April 14, 2022



Signature of Elected Officer

Name: Stefan Cange

Title: Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/13/2022

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

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

PRODUCER Chicago, IL-Hub International Midwest West 55 East Jackson Boulevard Suite 14th Floor Chicago IL 60604 License#: 100290819 WELLPA0001	CONTACT NAME: PHONE (A/C, No, Ext): 312-922-5000 FAX (A/C, No): 312-922-5358 E-MAIL ADDRESS: csuchicago@hubinternational.com <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B : American Zurich Insurance Company</td> <td>40142</td> </tr> <tr> <td>INSURER C : Texas Insurance Company</td> <td>16543</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : American Zurich Insurance Company	40142	INSURER C : Texas Insurance Company	16543	INSURER D :		INSURER E :		INSURER F :	
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COVERAGES **CERTIFICATE NUMBER: 838722280** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BUQSTRTTN011100_050001_02	3/15/2022	3/15/2023	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 5252136-07	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC5252134-07 (AOS) WC5252135-07 (W)	10/1/2021 10/1/2021	10/1/2022 10/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input checked="" type="checkbox"/> MEDICAL PROF LIABILITY (CLAIMS MADE)			BUQSTRTTN011100-050001-02	3/15/2022	3/15/2023	PER LOSS EVENT: \$3,000,000 AGGREGATE: \$6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The certificate holder, its officers, officials, employees and volunteers is/are included as additional insured (except workers compensation) where required by written contract. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions.

CERTIFICATE HOLDER State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord NH 03301-3857	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY HUB International Midwest Limited		
POLICY NUMBER		
CARRIER	NAIC CODE	
		EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

ADDITIONAL NAMED INSURED INCLUDE:

- CCS-CMGC Parent Holdings, LP
- CCS-CMGC Intermediate Holdings2, Inc.
- CCS-CMGC Intermediate Holdings, Inc.
- Wellpath Holdings, Inc
- CCS-CMGC Holdings, Inc.
- Wellpath Group Holdings, LLC
- Correct Care Solutions Group Holdings, LLC
- Wellpath CFMG, Inc.
- CFMG Holdings Corp.
- Wellpath Management, Inc.
- Correctional Medical Group Companies, Inc.
- California Forensic Management Group, Inc.
- Southwest Correctional Medical Group, Inc.
- Wellpath, LLC
- Correct Care Solutions, LLC
- Health Cost Solutions, LLC
- Correct Care Holdings, LLC
- Wellpath Recovery Solutions, LLC
- Correct Care, LLC
- Correct Care of South Carolina, LLC
- Correct Care Australia Pty, Ltd (Australia)
- League Medical Concepts, LLC
- League Medical Concepts, LP
- Jessamine Healthcare, Inc.
- Conmed Healthcare Management, LLC
- Conmed, LLC
- Correctional Mental Health Services, LLC
- Correctional Healthcare Holding Company, LLC
- CHC Companies, LLC
- CHC Pharmacy Services, LLC
- Physicians Network Association, Inc
- Correctional Healthcare Companies, LLC
- Healthcare Professionals, LLC
- Wellpath Recovery Solutions of Alaska, Inc.
- Northwest Correctional Medical Group, PLLC
- California Health and Recovery Solutions, PC (fka California CCS, PC)
- Massachusetts Correction Healthcare Services, PC
- Old Empire Dental, PC
- Great Peak Dental, PC
- Grand Prairie Health Services, PC
- CCS Kastre Nevada Medical, PC
- New York Correct Care Solutions Medical Services, PC
- Midwest Center, PC
- Old Empire Psychology, PC
- Great Peak Healthcare Services, PC
- New Garden Healthcare, PC
- Stringfellow Correctional Dental, PA
- California Forensic Medical Group, Inc.
- Colorado Correctional Medical Group, PLLC
- Southeast Correctional Medical Group, LLC
- Southwest Correctional Medical Group, PLLC
- Wellpath Hospital Holdings Company, LLC
- 901 45th Street West Palm Beach Florida Behavioral Health Hospital Company, LLC
- California Community Care Clinics, PC
- Wellpath Community Care Centers of Michigan, P.C.
- Wellpath Community Care Centers of North Carolina, P.C.
- Boynton Beach Florida Behavioral Health Hospital
- Wellpath Community Care Centers of Virginia, LLC
- Wellpath Community Care Centers of Indiana, P.C.